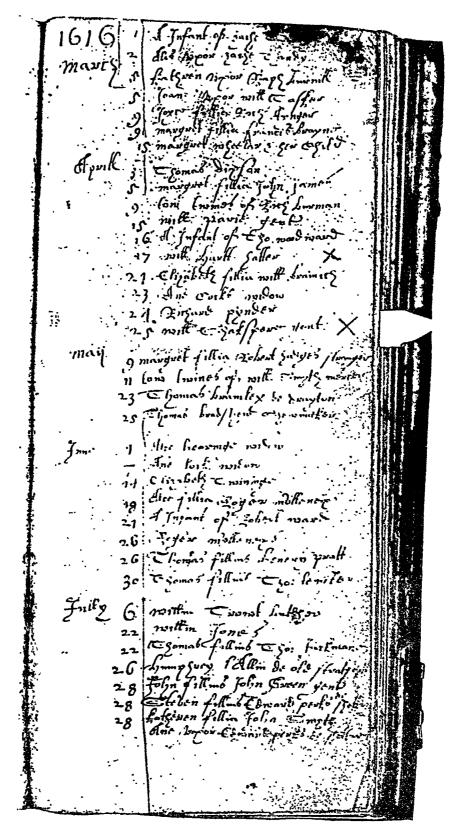
The SHAKESPEARE DOCUMENTS





[Document 248]



Facsimiles, Transliterations
Translations &
Commentary

By B. ROLAND LEWIS

Professor of English in the University of Utah

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LXI

THE COMBE FAMILY OF WARWICKSHIRE

HE Combe genealogy is rather difficult to compile.
The name, like the names of Clopton, Lucy, Greene,

Hall, and Shakespeare, is of frequent and wide recurrence in Warwickshire. Records of the time and region are sometimes ill-kept and unreliable. Moreover, a goodly number of Combes married more than once, with resulting complexity of descendants. Above all, the family tendency to repeat a name— John I, II, III, IV, V; William I, II; Thomas I, II; Maria I, II, III—obscures relationships. Indeed, the Combe genealogy is more difficult to arrange than William Shakespeare's, the portion relating to his father John excepted. From the following main sources, the Combe pedigree (p. 326) is given in the belief that it is more than reasonably accurate: Folger MS (Phillipps MS 10653) "Warwickshire Pedigrees from Dugdale with Additions"; Harleian MS 1167; Vincent MS (College of Arms), 126, folio 109; Register of the Diocese of Worcester; inscriptions on the Combe monuments in the Parish Church of Stratfordupon-Avon; the wills of John, William, and Thomas Combe in Prerogative Court, Canterbury; "Early Chancery Proceedings" (Public Record Office); the "Warwickshire Visitation" of 1619 (Publications of the Harleian Society, XII, 291); Edward Hasted's The History and Topographical Survey of the County of Kent (12 vols., 2d ed., 1797-1801); R. B. Wheler's History and Antiquities of Stratford-on-Avon (1806); J. Hunter's New Illustrations of Shakespeare (2 vols., 1845); J. S. Brewer's Letters and Papers of the Reign of Henry VIII (21 vols., 1862-1910, 1920, 1929); J. C. M. Bellew's Shakespeare's Home at New Place (1863); J. Pym Yeatman's The Gentle Shakespeare (1896); J. O. Halliwell-Phillipps' Extracts from the Subsidy Rolls, Stratford-on-Avon (1864); Richard Savage's The Parish Registers of Stratford-on-Avon (3 vols., 1897-1905); C. H. Hopwood's A Calendar of the Middle Temple Records (4 vols., 1901-1905); Charlotte C. Stopes's Shakespeare's Warwickshire Contemporaries (1907); James Harvey Bloom's Original Charters Relating to the City of Worcester (1909); Richard Savage and Edgar I. Fripp's Minutes and Accounts of the Corporation of Stratford-upon-Avon (4 vols., 1921-30); Edgar I. Fripp's Shakespeare's Stratford (1928, pp. 62 ff.); and E. K. Chambers' William Shakespeare (1930, II, 127-41).

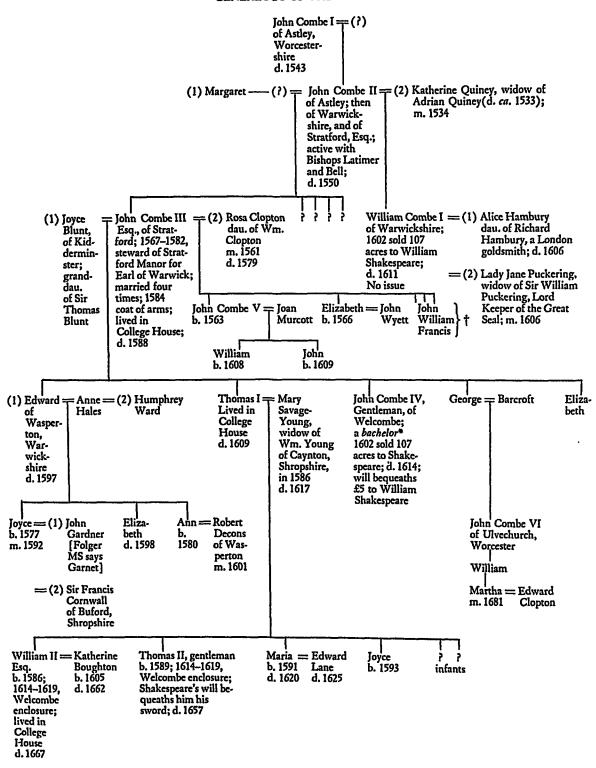
The Combe family, of which Shakespeare knew actually three generations, came to be one of the most prominent in Stratford, vying with the Cloptons and the Lucys, though it was not one of the oldest in the shire. With this family, after his retirement to Stratford, Shakespeare had more contact than with any other Stratford folk. It was in Old Stratford and at College House, in contrast to the newer Stratford and New Place of the dramatist, that the Combes resided. Active in religious matters during the time of Henry VIII and the dissolution of the monasteries, the Combes acquired leases, lands, and benefits until they came to be influential landed gentry. Their coat of arms, acquired in 1584, was "Ermine three lions passant in pale gules." Its similarity to that borne by a family at Stoke Newington in Middlesex and afterwards in Hemel Hempstead in Herts, suggests a connection; but not a link is traceable.

The ancestry of the Combes beyond the borders of Warwickshire is quite uncertain. Combes appear at Wroxall in the fourteenth century; and in 1460 a John Combe and his wife joined the Gild of Knowle (see John Ryland's Records of Wroxall, Abbey and Manor, 1903, pp. 41 et passim). Mrs. Stopes (Shakespeare's Warwickshire Contemporaries, p. 219) is wholly in error when she asserts that the Stratford Combes came from the parish of Swinecombe in Kent in the time of Edward IV (see Hasted, op. cit., I, 262).

About the time of Henry VIII the Combes appear in Worcestershire, Gloucestershire, and Warwickshire. At Astley, Worcestershire, mentioned also by E. K. Chambers (William Shakespeare, II, 128), a John Combe appears—the John Combe I in this family tree—who died in 1543. A summary of the main facts relative to the more important Combes will not be out of place.

John Combe II, Esquire, of Astley and then of Stratford-upon-Avon: (1) An entry for a marriage license, April 30, 1534, in Registry of diocese of Worcester reads "Johannem Combe Juniorem de Astley Wigorniensis dioc. et Katherinam Quynye de Stratford," this Katherine Quiney being the widow of Adrian Quiney. (2) He had an earlier wife, Margaret, who was the mother of John Combe III. (3) The Register of the Gild of the Holy Cross at Stratford-on-Avon (edited by Bloom, 1907) does not record a John and Katherine Combe of this period, though a "John Combe of Meculton" and his wife are entered for 1506-7. (4) On July 17, 1534, he was chosen an alderman of the Stratford Gild and in 1534-35 payment was made to the Gild for the soul of a daughter Dorothy. (5) He was active with Bishop Hugh Latimer as "servant to the bishop of Worcester": in August 1536 John Combe II and William Lucy (father to Sir Thomas Lucy, who died in 1600) imprisoned John Whetwood, president of Warwick College, for ringing bells on St. Lau-

GENEALOGY OF THE COMBE FAMILY



[†] Died without issue.

^{*} See text, p. 328; also Chambers, William Shakespeare, II, 136.

rence's day; in December 1536 John Combe II and Latimer took depositions at Hartlebury concerning the Aske rebellion; in March 1537 John Combe II and Thomas Cromwell imputed slackness to the Abbot of Evesham about the cell of Alcester; in July 1537 John Combe II, William Lucy, and John Greville of Milcote were appointed commissioners to hear disputes arising from alleged heresy against Sir Edward Large, parson at Hampton Lucy, when Richard Cotton, who had abused Large, was committed to the custody of the bailiff of Stratford; and in March 1539 this commission held examination of Sir Robert Maude, parson at Whatcote, for alleged railing at the king. (6) In 1539 John Bell, formerly warden at Stratford College, succeeded Latimer as bishop; on May 20, 1540, Bishop Bell, who had been master of St. Wulstan's Hospital at Worcester, conveyed St. Wulstan's Hospital to John Combe II and William Lucy as commissioners for the Crown; and in 1544 Bishop Bell sold these two men considerable property. (7) The Subsidy Rolls for 1540 to 1550 contain the name of John Combe II and those of 1548-49 have him as of Old Stratford and Welcombe. (8) In 1546 he was made "Senecallus" for life, at 20s. a year, of the Stratford Gild. (9) He died in 1550. (10) John Combe II was father of two important descendants—two sons by different (?) wives: (a) John Combe III and (b) William Combe I, each of whom married twice, and John perhaps a third time.

John Combe III, Esquire, of Stratford:
(1) He married Joyce Blunt of Kidderminster, granddaughter of Sir Thomas Blunt, who bore him four sons and a daughter. (2) In 1561 he married Rosa Clopton, daughter of William Clopton, who bore him probably four sons and a daughter, and who died in 1579. (3) From 1567 to 1582 he was agent or steward of the Manor of Stratford for Ambrose Dudley, Earl of Warwick. (4) He lived in College House on a lease. (5) In

1553-1555, Adrian Quiney brought action against John Combe III for retaining his title deeds of Barland House in Stratford-upon-Ayon and for attempting to convey the property without right (see "Early Chancery Proceedings," Bundle 1373, Public Record Office). (6) In 1555 he was "amerced" for irregular running of sheep in the Bancroft in Stratford-upon-Avon. (7) In 1557 he requested permission to repair three ruinous tenements in Church Street leased from the Corporation. (8) In 1565 he sold a house to John Sadler. (9) In 1584 he acquired a coat of arms. (10) He had the reputation of being a usurer who imposed interest charges of ten and twelve per cent. (11) He died in 1588.

William Combe I: (1) He was son of John Combe II by Katherine Quineyhence a stepbrother of John Combe III, who was a son of John Combe II by a wife Margaret, whose family name is unknown. (2) In 1571, on October 19, on entering Middle Temple, London, he was identified a second son of "John Combe [II] late of Stratford-on-Avon Esq. deceased" (see Hopwood's Calendar of the Middle Temple Records, I, 181), and was called to the bar on February 9, 1578. (3) In 1592 he was Member of Parliament from Warwick and in 1507 Member of Parliament from Warwickshire. (4) In 1593 he bought the 107 acres of land which, in 1602, he and his nephew sold to William Shakespeare (see chapter lxii, below). (5) From 1597 to 1610 he was legal adviser of the Stratford-upon-Avon Corporation. (6) He married Alice Hambury, daughter of Richard Hambury, a London goldsmith, who died in 1606. (7) In 1606 he married Lady Jane Puckering, widow of Sir William Puckering, Lord Keeper of the Great Seal. (8) In 1605-6 he was on the Subsidy Roll of Old Stratford. (9) In 1608 he was high sheriff. (10) His will (Prerogative Court, Canterbury, 52 Wood), dated April 1, 1610, despite his

supposed hostility to religion, in its several Latin passages suggests that he was a grave and sincere man, even deeply religious. (11) He died in 1611. (12) He left no issue. (13) He devised to William Combe II, grandson of his stepbrother, and to his widow most of his large holdings, some of which he was thought to have acquired by practices not altogether laudable. John Combe IV and William II were his executors.

Thomas Combe I: (1) He was the second son of John Combe III and the father of the two sons, William Combe II and Thomas Combe II, who undertook the Welcombe enclosure in 1614–1619. (2) On January 10, 1586, he married Mary Savage-Young (†1617), widow of William Young of Caynton, Shropshire. (3) The Visitation gives the children as William, Thomas, Maria, and Joyce. (4) It is highly probable that he was not the author of "a book [no extant copy intituled The Theater of fyne Devices conteyninge an hundred morrall Emblemes translated out of the French by Thomas Combe aucthorised vnder the hand of master michael Morgetrode vid" (see Arber, Transcript of the Registers of the Company of the Stationers of London, II, 631), which, on May 9, 1593, Richard Field (who entered Shakespeare's Venus and Adonis on April 18 of the same year) entered at Stationers' Hall. Another Thomas Combe, a follower of Sir John Harington of Kelston, who was described by Harington as "apprentice in poetry, practiser in music, professor of painting," is very likely the author. (5) In 1595, in the Corn Inquiry, he "was of household of fourteen persons" and had in stock 17 quarters of wheat and rye, 52 of barley, and 7 of malt. (6) He possessed a sublease of a moiety of the Stratford Tithes of which, afterwards, Shakespeare acquired another moiety. (7) He occupied College House in Old Stratford on a lease. The Stratford archives (Miscellaneous Documents, ix, 2) have a lease for seventy years of the College House, distinct from the rest of the College property, by the College to William Barker, dated October 5, 1544. Barker,

¹Corporation minutes record the payment of rents to him (see Savage and Fripp, Minutes and Accounts of the Corporation of Stratford-upon-Avon, II, 21, 35; III, 29, 97).

² Not in actual ownership of it, as Lee (Life, 1915, p. 467), Fripp (Shakespeare's Stratford, p. 63), and Stopes (Shakespeare's Warwickshire Contemporaries, p. 220) say, at the same time asserting that Thomas Combe I purchased College House in 1596 (see Chambers' William Shakespeare, II, for evidence to the contrary).

in 1500, was still a tenant of the Earl of Warwick (see Savage and Fripp's Minutes and Accounts, IV, 92). Thomas Combe's will, dated December 22, 1608, makes it rather clear that he had a lease only, up to 1644. In his will the leased property is described as "the house I dwell in called the College House and the ortyards and appurtenances therewith, to me by our late Sovereign Queen Elizabeth demised." Malone (Variorum, II, 44, 46) holds that it was granted with the Manor of Stratford to John Dudley, Earl of Warwick, from whom it escheated; that in 1562, then being occupied by John Combe, it passed to Ambrose Dudley, Earl of Warwick; and that also in 1574-75, it was leased by the Crown to Richard Coningsby for twenty-one years. Ownership of the property appears to have reverted to the Crown in 1589 (see Miscellaneous Documents, xii, 104) and was sold to Francis Morice and Francis Phelips in 1609. These items are somewhat contradictory and confusing; one fact, however, seems clear: the Combe possession was by virtue of a lease." Thomas' will left College House to his elder son William II after a thirty-year period during which the property was to be occupied by his wife (†1617). (8) In 1596-97, he is on the Subsidy Roll. (9) He died on January 11, 1609.

John Combe IV, gentleman: (1) The Visitation lists him as the third son of John Combe III, hence a full brother of Thomas Combe I. (2) He was a bachelor; his will⁵ leaves no doubt as to his celibacy. (3) He lived at Welcombe. (4) The Court of Record of Stratford over a period of thirty years has entries for many suits of John Combe IV against defaulting clients. (5) In 1602 he and his uncle William sold 107 acres of land to William Shakespeare (see chapter lxii, below). (6) In 1611 these two men sold Shakespeare an additional 20 acres of pasture for £100. (7) He was

a wealthy landed gentleman who, by reputation at least, was a taskmaster and a usurer. It should be remembered that opposition to usury and to the usurer was a theme of the medieval Catholic Church and Canon Law, of Renaissance Protestantism, and of Elizabethan and Jacobean England particularly: Harrison (Description of England, edited by Furnivall, 1877, Book II, chap. xii, p. 242) wrote: "vsurie, a trade brought in by the Jewes, now perfectlie practised almost by euerie christian, and so commonlie, that he is accompted but for a foole that dooth lend his monie for nothing. In time past it was Sors pro sorte, that is, principall onelie for the principall; now, beside Vsura we chalenge [i.e. claim, demand] Foenus, that is, commoditie of soile, & fruits of the earth, if not the ground it selfe." John IV's own will has the proviso: "Item I give unto William Waite forty shillings which he oweth me by bond if he be living at my decease and the same bond to be cancelled." (8) His will ("and have unto every sheet hereof written my name"), drawn up by Francis Collins, who drew up Shakespeare's also, shows him to have been a grave and serious-minded man as well as a very benevolent personage: lands are generously devised; some £1,500 to £1,700 (\$60,000 to \$65,000) was bequeathed in bountiful fashion to relatives, friends, servants, poor; "to Mr William Shackspere five poundes [\$200]" and to "Sir Francis Smith knight five pounds [\$200] to buy him a hawk and to the Lady Anne his wife fourty pounds [\$1,600] to buy her a bason and ewer"; and £60 (\$2,400) to erect a tomb over his body in Stratford Parish Church near the place where his mother Joyce (Blunt-Combe) was buried. (9) John Combe IV died on July 10 and was buried on July 12, 1614, during the great fire in Stratford, being entombed in Trinity Church in the northeast corner of the sanctuary, where on his still handsome tomb was the famed epitaph, alater deleted. Here is the version in Folger

MS 267.1, a commonplace book miscellany of epitaphs, mottoes, excerpts from the Bible, poems, Latin epigrams, etc. The manuscript has dates in it from as early as 1604 to as late as 1711. On folio 72 is written:

In 1673 I Robert Dobyns being at Stratford vpon Avon & visiting the Church there transcribed these two Epitaphs, the first is on William Shakespeares monument. the other is upon ye monument of a noted usurer

Then follows his transcript of the Shakespeare "Good freind, etc.," certainly inaccurately taken down, else the present one is not the original one. See chapter ci, below.

Tenn in the hundred here lyeth engraued

A hundred to ten his Soule is new [not?] saued

If anny one ask: who lyeth in this Tomb

Oh ho quoth the Diuell tis my John a Combe

Since my being at Stratford the heires of Mr Combe haue Caused these verses to be razed so yt now they are not legible.

E. K. Chambers (William Shakespeare, II, 139-41) discusses the Combe epitaph and reprints several versions of it.

William Combe II, Esquire, and Thomas Combe II, gentleman, were first and second sons of Thomas Combe I and are known to Shakespeare scholars for their attempted enclosure of Welcombe fields. Shakespeare knew these two younger Combes very well.

William Combe II: (1) He was baptized on December 8, 1586. (2) He was the oldest son and heir of Thomas Combe I, according to the Visitation (1619). (3) He also inherited much property from William Combe I, lawyer, of Warwick. (4) He lived at College House, which he inherited from his father. (5) In 1602, on October 17, he entered the Middle Temple. (6) He married Katherine Boughton, who died June 21, 1662, at fifty-seven years of age. One son and nine daughters were the issue. (7) In 1616 he was High Sheriff. (8) In 1614–19, William Combe II was the main moving force in the attempted

^{*} See pp. 379-80.

⁴Prerogative Court of Canterbury, 13 Dorset.

⁸ Prerogative Court of Canterbury, 118 Wood, printed in Halliwell-Phillipps' Life of William Shake-speare, 1848, pp. 234-40. An official copy, signed by three deputy registrars, is in the Stratford archives (Miscellaneous Documents vii, 254).

⁶The inscription on his tomb is given in R. B. Wheler's History and Antiquities of Stratford-upon-Avon, p. 70.

Welcombe enclosures; that is, he took steps to convert the common fields (good arable lands; not the common pastures) to pasture for the raising of sheep and the production of wool. He dug ditches and mounds of enclosure; defied the Stratford Corporation, incited riot, and provoked great excitement and apprehension among Stratford folk, whom he aroused to fever heat. (9) In 1619, on March 17, he was requested to view the decay of the parish church, and in 1622 it was agreed that "all the trees of its churchyard should be cut down and sold to repay the cost of repairing." (10) In 1640-41 "William and Thomas Combe of Old Stratford" are listed as recusants. (11) In 1649 his daughter Judith died shortly before her intended marriage to Richard Combe of Hemel Hempstead. (12) Richard Symond's diary for 1645 has the entry, "R. Justice Combe, of Stratford-upon-Avon, sitts at home," which suggests that William II did not participate in the Civil War. (13) He died on January 30, 1667, aged

eighty, and was interred in the Stratford Parish Church, where the inscription on his tomb remains today and likewise that of his daughter Judith.

Thomas Combe II: (1) He was baptized on February 9, 1589. (2) He was "Brother to the elder son William [II]." (3) On May 14, 1608, he entered the Middle Temple: the two brothers acceded to the chamber of their granduncle William Combe I there on February 10, 1609 (see Hopwood, Calendar of Middle Temple Records, I, 498, 503). (4) He inherited property from his uncle John Combe IV. (5) He participated from 1614 to 1619 with his older brother William II in the Welcombe enclosures—beat and kicked a shepherd in accord with his reputation of ill-temper and pugnacity. (6) Shakespeare's will, 1616, bequeaths this younger Thomas Combe "my sword" (worn by every well-behaved and properly equipped Elizabethan gentleman on public or state occasions). (7) In 1640-41, "William and Thomas Combe of Old Stratford" are listed as recusants. (8) Thomas Combe II died in July 1657, aged sixty-eight. John Hall's Diary' (Part II, case xxxiv) lists a "Mrs. Combs, aged thirty-six," and (case xliv) a "Mrs. Mary Comb of Stratford, aged thirteen. Feb. 15th, 1631." These may be the wife and daughter of Thomas Combe II.

Inheritance of wealth, family position, and social prominence seemed to turn the heads of the two younger Combes, whom Shakespeare, so Edgar I. Fripp thought (Shakespeare's Stratford, p. 65), did not take seriously "until Greene's repeated solicitation and Master Barber's death drew him into the controversy" as to the enclosing of the common fields of Welcombe by William Combe II and Thomas Combe II (see chapter xeiv, below).

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Other references listed at the beginning of this chapter, p. 325.

LXII

THE ALIENATION OF 107 ACRES OF LAND FROM WILLIAM AND JOHN COMBE TO WILLIAM SHAKESPEARE, 1602

(CAMP) ILLIAM COMBE of War-wick, Esquire, and John Combe, of Old Stratford, 650 gentleman, on May 1, 1602, sold 107 acres of arable land with its appurtenances to William Shakespeare. The two parchment copies, the original and the counterpart of the important indenture concerned, are in the Birthplace Museum at Stratford-upon-Avon (see Wellstood's Catalogue of the Books, Manuscripts, . . . Exhibited in Shakespeare's Birthplace, 1925, No. 31), the counterpart being in the Wheler Collection. Of these two copies, the original (about 21 by 21 inches) is the more important: it is the copy signed, sealed, and delivered before witnesses to William Shakespeare (in this instance, because of

the dramatist's absence, to his brother Gilbert Shakespeare). It is signed by "W. Combe" and "Jo. Combe" (facsimile in Halliwell-Phillipps' Outlines, I, 201) and is sealed by each of them, an act which made the document legal. This original was once directly and personally kept by William Shakespeare: it was his legal documentary evidence that the Combes had alienated to him 107 acres of arable land in Old Stratford. He may have kept this original in his "chist," presuming that he followed the custom of that day.

The deed is written in a fairly well executed old English script and is rather free from many of the conventional abbreviations: "P" for "per" does not occur, "c[i]on," "[es]," and "n[au]nc[es]"

are virtually the only ones appearing with regularity, and "wth" is used in but a single instance. On the verso of the document are four endorsements: (1) "Sealed and deliuered to Gilbert Shakespere to the vse of the within named William Shakespere in the presence of [signed each in a separate hand and in one column] Anthony Nasshe William Sheldon Humfrey Maynwaringe Rychard Mason [then at the top of a second column the one name] Jhon Nashe." "Sealed and deliuered, ..." is not in the hand of the deed itself. (2) In a still different hand and in a more modern script is "1st May 1602 Combe to Shackspeare of the 4-y

⁷ See pp. 588, 597, below.

in Stratford fielde Wm & John Combe to Wm. Shakespere [names are bracketed at the right; followed by] Grant of 4 yard land [below] No. 2." These words, contrary to what has been suggested, are not in the hand of William Shakespeare. (3) At another place, in a small hand, different from each of the other two, is written "M Halle." (4) Directly under this name, in still another hand, is written "interest 7" (an old form of the figure 7), resembling an old figure 9 made with two strokes of the pen but with the figure reversed. The "M Halle" suggests that once this deed -and, of course, it once was actually in the possession of John Hall and his wife, Susanna Shakespeare-Hall-may have been endorsed by John Hall himself, though the script is not quite like that in the physician's Latin diary, the manuscript of which is in the British Museum (see below, pages 596-98).

The counterpart of this deed was the one retained by the two Combes as their record of the transaction. Legally it was of far less value than the copy which they put into the hands of the dramatist. This counterpart has a seal attached to it; but it is not signed by William Shakespeare. His signature to this counterpart would not have added to its legal value, since the original which he possessed was the important part of the document. It was duly engrossed and was ready for the poet's signature; but he never signed it, perhaps because he was absent for so long a time that the fact was never accomplished, and Gilbert (his brother) could not legally sign it without authorization. That Gilbert Shakespeare could write his own name is evidenced by his own signature (facsimile in Wellstood's Catalogue of the Books, Manuscripts, . . . Exhibited in Shakespeare's Birthplace, 1925, p. 50) as a witness to a 1600 lease (see Halliwell-Phillipps' Life of William Shakespeare) from Margery Lorde of a small piece of ground in Bridge Street, Stratford-on-Avon, to Richard Smyth, alias Courte, butcher.

The sale price of £320 (about \$12,800) was no inconsiderable sum in that day.

The absence of any mortgage executed on the property indicates that payment was in cash.

Transcripts, of varying degrees of accuracy, are available. R. B. Wheler's History and Antiquities of Stratford (1806, pp. 139-44) printed the counter-

44), in E. K. Chambers' William Shake-speare (1930, II, 107-9), and in Tucker Brooke's Shakespeare of Stratford (1926, pp. 39-42). The transcript here given as Document 162 is from the original in the Birthplace Museum and from a special full-sized photograph thereof; ex-

[DOCUMENT 162]

[DEED OF CONVEYANCE OF SHAKESPEARE'S PURCHASE OF LAND FROM WILLIAM AND JOHN COMBE, 1602]

THIS INDENTURE made the ffirste daic of Maye in the ffowre and ffortieth yeare of the raigne of our Soueraigne Ladic Elizabeth by the grace of god of England ffraunce and Ireland Queene defendresse of the faithe &c BETWEENE william Combe of warrwicke in the Countie of warrwick Esquier and John Combe of Olde Stretford in the Countie aforesaide gentleman on the one partie And william Shakespere of Stretford vppon Avon in the Countie aforesaide gentleman on thother partye witnesseth that the saide william Combe and John Combe for and in Considerac[i]on of the somme of Three Hundred and Twentie Poundes of Currant Englishe money to them in hande at and before the ensealinge and deliuerie of theis present[es] well and trulic satisfied Contented and paide wherof and wherwith they acknowledge themselues fullie satisfied Contented and paide and therof and of cuerie parte and parcell therof doe clearlie exonerate acquite and discharge the said william Shakespere his heires Executors Administrators and Assignes foreuer by theis presentes HAUE aliened bargayned solde geven graunted and Confirmed and by theis presentes doe fullye Clearlie and absolutelie alien bargayne sell give graunte and Confirme vnto the said william Shakespere All and singuler those errable landes with thappurten[au]nc[es] Conteyninge by estymac[i]on ffowre yarde lande of errable lande scytuate lyinge and beinge within the parrishe feildes or towne of Olde Stretford aforesaide in the saide Countie of warrwick Conteyninge by estimac[i]on One hundred and Seaven acres be they more or lesse And also all the Common of pasture for Sheepe horse

part (varying from the original in minutiae of spelling but not in content), which he described as "never before printed" and as "unfortunately not executed, though a seal is appended." A transcript of the original is in Halliwell-Phillipps' The Life of William Shakespeare (1848, pp. 198-200) and his Outlines (6th edition, 1886, II, 17-19). Extracts only are in D. H. Lambert's Shakespeare Documents (1904, pp. 42-

cept for the completed abbreviations, here enclosed in brackets, it is given in the original spelling and without additional punctuation.

The facsimile, provided here for the first time, has been made possible by special permission of the Birthplace Museum.

This document, one highly important as evidence of Shakespeare's acquirement of his life's estate, is a deed for con-



It quate de que ofet inflato fixa instruction le lande que l'été quate de que ofet inglato fixa instruction de le lande que l'été estable est toute de l'été estable est toute de l'été en le l'appende de l'été permité de l'été en partie de l'été en partie de l'été en partie de l'été en le l'été d'ententée en le l'été de l'été de l'été de l'été et le l'été de l'

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veyance of a freehold property, not a copyhold property. Moreover, it is a deed (of conveyance, or of bargain and sale, or of feofiment, or of warranty, as one may care to view it)—not a copyhold and not a fine, neither of which provided an absolute title to the purSuch a document organically consisted of (1) a Nuntiatio, including "This Indenture made ," names and identification of parties to the covenant, and date; (2) the Warrantio or body of the document, including the covenant (price involved, descriptive identification of the

kyne or other Cattle in the feildes of Olde Stretford aforesaide to the saide flowre yarde lande belonginge or in any wise apperteyninge And also all hades leys tying[es] proffitt[es] advantages and Com-[m]odities whatsocuer with their and cuerie of their Appurten[au]nc[es] to the saide bargayned premisses belonginge or apperteyninge or hertofore reputed taken knowne or occupied as parte parcell or member of the same And the reuerc[i]on and [the?] reuerc[i]ons of all and singular the same bargayned premisses and of eueric parte and parcell therof nowe or late in the seuerall tenures or occupac[i]ons of Thomas Hiccoxe and Lewes Hiccoxe or of either of them or of their Assignes or any of them Together also with all Charters deedes writinges escriptes and mynument[es] whatsocuer touchinge or concerninge the same premisses onlie or only any parte or parcell therof AND ALSO the true Copies of all other deedes Evidenc[es] Charters writinges escriptes and mynument[es] which doc touche and Concerne the saide premisses before bargayned and solde or any parte or parcell therof which the saide william Combe or John Combe nowe haue in their Custodie or herafter may haue or which they may lawfullye gett or Come by without suite in lawe TO HAUE AND TO HOLDE the saide flowre yarde of errable lande Conteyninge by estymac[i]on One Hundred and seaven acres be they more or lesse and all and singuler other the premisses before by theis presentes aliened and solde or menc[i]oned or entended to be aliened and solde and eueric parte and parcell therof And all deedes Charters writinges escriptes and mynument[es] before by theis presentes bargayned and solde vnto the saide william Shakespere his heires and Assignes foreuer to the onlie proper vse and behoofe of the saide william Shakespere his heires and Assignes foreuer and the saide william Combe and John Combe for them their heires Executors & Adminis-

chaser. A deed of conveyance of a freehold involved the direct transfer of a property from one party to another; and the only evidence the vendee had of his legal ownership was his original copy of the deed signed, sealed, and delivered to him in the presence of witnesses, who signed it as evidence of that witnessing. Not until the eighteenth century were such deeds legally required to be recorded. land, acknowledgment of satisfaction with respect to the covenant) and the warrant from the vendor to the vendee of good legal title; and (3) the Sanctio (signing, sealing, and delivery of the instrument from vendor to vendee). Of these three organic parts, the Nuntiatio and the Sanctio need not be considered here. The Warrantio, however, needs special attention.

Since a deed was not an officially re-

corded entry of conveyance of property in the manor court of the day, special stress was placed upon the warranty of clear title in such a document. This, not infrequently, accounts for the wellknown inordinate length of a deed in contrast to the rather short fine and often still shorter copyhold. Scholars unfamiliar with the intent of a deed to effect absolute title from vendor to vendec ridicule its length as so much "verbosity," "needless legal phrase," "dull legal repetition," "a thousand words of legal redundancy inserted," etc. While it is true that some sequences of words -"aliened, bargayned, solde, geven, graunted and confirmed"-had accumulated from Anglo-Saxon, Latin, and French practices through long legal usage, such sequences were also the result of the conscious attempt to include every legal procedure by which a given property had been conveyed in the past and to make use of every possible means of anticipating and preventing loopholes so far as clear title was concerned.

This particular deed, in its content and in its phrasing, involves more than common precaution—was William Shakespeare insistent upon legal accuracy and certainty? Actually it was the legal formula of the time for guaranteeing title of the 107 acres of arable land in Old Stratford to William Shakespeare. Thus: (1) the Combes, with the £320 to be paid for the 107 acres of arable land, "acknowledge themselues fullic satisfied Contented and paide"; (2) "doe clearlie exonerate acquite and discharge the said william Shakespere his heires Executors Administrators and Assignes foreuer" (the word "foreuer" is conspicuously repeated a number of times in the document); (3) alienate to the dramatist "without any further Condicion or lymyttacion of vse or estate" and (4) will "well and sufficientlie saue and keepe [the poet] harmless and indempnified" in the event of any attempt of anyone else to execute claim upon either the property or title to the property; (5) assert that they "are seazde or one of them is seazde of a good sure perfect and absolute estate in fee simple of the same premisses" and hence they can

convey the property with absolute title; (6) have "right full power and lawfull aucthoritie for any acte or actes done by them"; (7) assure Shakespeare that he "shall or may from tyme to tyme from henceforth foreuer peaceably and quietlye haue holde occupie possesse and enioye the saide ffowre yardes of errable lande without any manner of lett trouble or eviccion of them the saide william Combe and John Combe and without the lawfull lett trouble or eviccion of any other person or persons whatsoeuer."

And still more: "for the further more better and perfect assurance suretie sure makinge and Conveyinge of all the saide premisses," (1) the Combes surrender "all Charters deedes writinges escriptes and mynumentes whatsoeuer touchinge or concerninge the same premisses"; (2) they release Shakespeare "of and from all former bargaynes sales Leases Ioyntures Dowers wills Statutes recognizances writinges obligatorie fynes feoffamentes entayles Iudgmentes Execucions Charges titles forfeytures and encombrances whatsoeuer at any tyme before the ensealinge herof"; and (3) they convey to the purchaser "ALSO the true Copies of all other deedes Evidences Charters writinges escriptes and mynumentes which doe touche and Concerne the saide premisses before bargayned and solde."

It will be noted that, throughout the document, William and John Combe are speaking legally, for their own "heires Executors Administrators and Assignes" to William Shakespeare and his "heires Executors Administrators and Assignes," a phrase repeated with variations about twenty times in the document. There is here every conscious effort to effect, as nearly as it was absolutely possible to do so by legal phrasing, warranty of clear, full, complete quitclaims, that is, absolute title in fee simple. In the absence, in the instance of a deed conveyance of property, in any manor court of written record or entry for the transfer of the 107 acres of arable land, it behooved the vendee and the vendor to employ every agency possible to effect warranty of absolute title. And, finally, trators doe Covenant promise and graunte to and with the saide william Shakespere his heires Executors and Assignes by theis presentes that they the saide william and John Combe are seazde or one of them is seazed of a good sure perfect and absolute estate in fee simple of the same premisses before by theis presentes bargayned and solde or ment or menc[i]oned to be bargayned and solde without any further Condic[i]on or lymyttac[i]on of vsc or estate vscs or estates and that he the saide John Combe his heires and Assignes shall and will from tyme to tyme and at all tymes herafter well and sufficientlie saue and keepe harmles and indempnified as well the saide flowre yardes of errable lande Conteyninge One Hundred and Seaven acres and all other the premisses with their Appurten[au]nc[es] before bargayned and solde or menc[i]oned or entended to be bargayned and solde and euerie parte and parcell therof as also the saide william Shakespere and his heires and Assignes and cueric of them of and from all former bargaynes sales Leases Ioyntures Dowers wills Statutes recognizanc[es] writinges obligatorie fynes fcoffament[es] entayles Iudgment[es] Execuc[i]ons Charges titles forfeytures and encombranc[es] whatsoeuer at any tyme before the ensealinge herof had made knowledged done or suffred by the saide John Combe or by the saide william Combe or either of them or by any other person or persons whatsoeuer any thinge lawfullye Clayminge or havinge from by or vnder them or either of them The rentes and services herafter to be due in respect of the premisses before menc[i]oned or entended to be bargayned and solde to the Cheife lorde or Lordes of the fee or fees onlie excepted and foreprized AND THE SAIDE william Combe and John Combe for them their heires Executors Administrators and Assignes doe Covenant promise and graunte to and with the saide william Shakespere his heires and Assignes by theis presentes that they the saide william and John Combe or one of them hathe right full power and lawfull aucthoritie for any acte or actes done by them the saide william and John Combe or by the sufferance or procurement of them the saide william and John Combe to geve graunte bargayne sell convey and assure the saide ffowre yardes of errable lande Conteyninge One Hundred and Seaven acres and all other the premisses before by theis present[es] bargayned and solde or ment or menc[i]oned to be bargayned and solde and euerie parte and parcell therof to the saide william Shakespere his heires and Assignes in suche manner and forme as in and by theis presentes is lymytted expressed and declared And that they the saide william and John Combe and their heires and also all and euerie other person and persons and their heires nowe or herafter havinge or Clayminge any lawfull estate righte title or interest of in or to the saide errable lande and all other the premisses before by theis presentes bargayned and solde w[i]th their and euerie of their Appurten[au]nc[es] other then the Cheife Lorde or Lordes of the fee or fees of the premisses for their rentes and services only at all tymes herafter duringe the space of

ffyve yeares next ensewinge the date herof shall doe cause knowledge and suffer to be done and knowledged all and euery suche further lawfull and reasonable acte and actes thinge and thinges devise and devises Conveyances and assuranc[es] whatsoeuer for the further more better and perfect assurance suretie sure makinge and Conveyinge of all the saide premisses before bargayned and solde or menc[i]oned to be bargayned and solde with their Appurten[au]nc[es] and euerie parte and parcell therof to the saide william Shakespere his heires and Assignes foreuer accordinge to the true entent and meaninge of theis present[es] as by the saide william Shakespere his heires and assignes or his or their Learned Counsell in the lawe shalbe reasonablye devized or advized and required Be yt bye fyne or fynes with proclamac[i]on recouerye with voucher or vouchers over deede or deedes enrolled Enrollment of theis present[es] feoffament releaze confirmac[i]on or otherwise with warrantie against the saide william Combe and John Combe their heires and Assignes and all other persons Clayminge by from or vnder them or any of them or without warrantie at the Costes and Charges in the lawe of the saide william Shakespere his heires Executors Administrators or Assignes so as for the makinge of any suche estate or assurance the saide william and John Combe be not compeld to travell aboue Sixe myles and the said william Combe and John Combe for them their heires Executors Administrators and Assignes doe Covenant promise and graunte to and with the saide william Shakespere his heires Executors Administrators and Assignes by theis present[es] that the saide william Shakespere his heires and Assignes shall or may from tyme to tyme from henceforth foreuer peaceably and quietlye haue holde occupie possesse and enioye the saide ffowre yardes of errable lande and all other the bargayned premisses with their Appurten[au]nc[es] and euerie parte and parcell therof without any manner of lett trouble or evicc[i]on of them the saide william Combe and John Combe their heires or Assignes and without the lawfull lett trouble or evicc[i]on of any other person or persons whatsoeuer lawfullie havinge or clayminge any thinge in of or out of the saide premisses or any parte therof by from or vnder them the saide william Combe and John Combe or either of them or the heires or Assignes of them or either of them or their or any of their estate title or interest in wytnes wherof the parties to theis present[es] haue enterchangeably sette their handes and seales the daie and yeare first aboue written 1602

W. Combe Jo. Combe

[Endorsed]: Sealed and deliu[er]ed to Gilbert Shakespere to the vse of the w[i]thin named William Shakespere in the presence of

Ihon Nashe

Anthony Nasshe
Will[ia]m Sheldon
Humfrey Maynwaringe
Rychard Mason

if subsequently the title be found not to be absolute, then, as "Learned Counsell in the lawe" may devise, the Combes, "with warrantie against the saide william Combe and John Combe" shall provide such absolute title, "Be yt bye fyne or fynes with proclamacion recouerye with voucher or vouchers over deede or deedes enrolled Enrollment of theis presentes feoffament releaze confirmacion or otherwise."

It appears that, while quitclaim title was effected for the 107 acres of land, question arose subsequently concerning the absolute title to "viginti acris pasture" (the "Common of pasture" in this 1602 deed) in connection with the "four and one half yarde lande," to clear which title the Combes levied a fine in 1611 (see chapter lxxxii, below, for discussion of this fine). That the desired absolute title in fee simple was then in the main effected is evidenced by the fact that the fine of 1611 recognizes this purchase and by the fact that Shakespeare's will (1616) devises this freehold property to his older daughter, Susanna.

It will be noted, too, that this deed conveys more than merely 107 acres ("ffowre yarde lande of errable lande") lying in Old Stratford. To these were added: (1) "those errable landes with thappurtenaunces Conteyninge by estymacion One hundred and Seaven acres be they more or lesse" in "Olde Stretford aforesaide in the saide Countie of warrwicke"; (2) "And also all the Common of pasture for Sheepe horse kyne or other Cattle"; (3) "also all hades leys tyinges proffittes advantages and Commodities whatsoeuer." From the Stratford Inclosure Act (1774) it may be seen that the Stratford Common Fields, known as Stratford field, Bishopton field, and Welcombe field in the hamlets of Old Stratford, Bishopton, and Welcombe, comprised some 1,600 acres, of which about 400 acres were in Welcombe. The 107 acres identified in this deed of 1602 are definitely in "Olde Stretforde."

A "yard land" varied in extent in the several parts of the realm, from as small as twenty acres or less to as large as thirty or more. Four "yard lands" and 107 acres makes the yard land unit of "Olde Stretford" something less than 27 acres. The "Common of pasture" is here definitely identified by "also" and is, therefore, an addition to, not an inclusion in, the 107 acres; indeed, in the 1611 Latin fine (see Document 211, page 412) occurs the phrase "centum et septem acris terre et [author's italics] viginti acris pasture."

The other rights and privileges conveyed—"hades leys tyinges"—are distinctively local in application. A "hade" appears to have been a very small piece of land-it should be kept in mind that this 107 acres was composed of some 321 small strips of land, averaging onethird of an acre in size, on which to turn the plow; in any instance, it was an unplowed bit of land. It should be remembered, too, that the long narrow strips of plowed land were called "furlongs," whereas the narrow unplowed strips between them were called "balks." "Ley" appears to be a small grass plot dispersed among the arable land. A "tyinge" appears to be the permission to tether a horse for grazing (Fitzherbert's Book of Husbandry, 1882 edition by Skeat, p. 15, reads, "the horses may be teddered or tyed vpon leys, balkes, or hades, where as oxen maye not be kept"). All "proffittes advantages and Commodities" savors of the time when Church and State were all but identical and when there was reciprocity in giving and receiving between property owner and the Lord of the Manor. It was no commonplace 107-acre stretch of land that William Shakespeare purchased in 1602.

It may be observed further that the description ("call" is the legal technical term) of the location of the 107 acres of arable land is too general to afford a clue sufficient for the identification of the boundaries. The old Roman legal prac-

tice in conveyancing was far more specific with respect to identification of land boundaries than that of the Anglo-Saxons and the Elizabethans. In this deed, the description is: "scytuate lyinge and beinge within the parrishe feildes or towne of Olde Stretford aforesaide in the saide Countie of warrwick"; and in the fine of 1611 this phrasing is virtually repeated: "centum et septem acris terre et viginti acris pasture cum pertinenciis in Olde Stratford super Avon." Old Roman entries were intended to be more definite: an old record formula for locating a property reads, "in loco nuncupante illo, in pago illo, in centena illa." The custom of the Anglo-Saxon probably named the parish only. Thus: "XL hyde æt Alresford." If it was written in Latin it was "in loco qui dicitur Alresford," or, perhaps, more ornately, "in illo loco ubi ruricolae appellativo usu ludibundisque vocabulis nomen indiderunt æt Alresford." An old Chancery record (ca. 950, in Oda and Dunstan's time) has this description: "in illo loco ubi solicolæ illius regionis nomen imposuerunt æt Alresford." In King Offa's time (ca. 774), in a grant (Codex Diplomaticus Aevi Saxonici, edited by John M. Kemble, 1839, I, 150) of three hides, the descriptive identification reads, "in occidentali parte regionis quae dicitur Mersuuare, ubi nominatur ad Liden." And an Eadberht grant of 738 (Codex Diplomaticus, I, 102) identifies the location of the property thus: "in regione quae uocatur Hohg, in loco qui dicitur Andscohesham." Whether written in Anglo-Saxon or in Latin, these Anglo-Saxon and pre-Elizabethan descriptions continued during the Elizabethan period and long after, as the description of the 107 acres in this 1602 deed gives evidence -in the "feildes or towne of Olde Stretford aforesaide." Today, of course, the descriptive identification of property boundary lines is given with the utmost mathematical accuracy; the Shakespeare documents, however, must not be approached nor interpreted from the point of view of modern contemporary practice-they are Elizabethan in spirit, in content, and in phrasing, and from that point of view and that only they are to

be studied. To interpret them in the light of modern and contemporary social and legal practice is often but to misinterpret them. This 1602 Elizabethan deed is a composite of many cumulative and convergent customs and practices from the time of Alfred the Great; practices of land tenure, methods of conveying property, local land customs, and the Lord of the Manor system, all reappear here as in a mosaic.

From earlier documents, however, it is possible to trace the history of this 107 acres of "errable landes" and its rights to "Common of pasture." While the 1602 deed merely designates it as in the "feildes . . . of Olde Stretford"—this suggests that it was outside the borough (New Stratford)—it appears to have been in Old Stratford proper, to the west of the hamlet of Welcombe. Yet in Shakespeare's will (1616), where the dramatist establishes the entail of his property, the designation to cover all his property is as within "Stratford vpon Avon Oldstratford Bushopton & welcombe or in anie of them." Something of this same description (see in chapter xli, Volume I, the documents giving the history of New Place) recurs again and again in subsequent documents having to do with Shakespeare's entailed property, even in Lady Barnard's will of 1670. Yeatman (The Gentle Shakespeare, 1896, pp. 252, 278, 237) cites a Sir Edward Griffin of Dingley, who in his will (1569) devised £5,000 with which to acquire lands for a younger son, Rice Griffin, with legal remainder to an elder son, Edward, and his heirs forever. In 1571 a fine was levied on a purchase by Rice Griffin from William and Ann Clopton of a goodly sized property in and near Stratford, which purchase was subject to a similar remainder. Another fine was levied in 1503 on the purchase by William Combe (of Warwick) from Rice Griffin and Margaret Griffin of 107 acres of land and 20 acres of pasture located in Old Stratford. This fine carried warranty against Edward Griffin (older brother of Rice) and his heirs. From this description, in content much like that in the 1602 deed, one concludes that this was the property which Wil-

² See John Cowell's A Law Dictionary (1727), s.v. "Hades of land"; see also New English Dictionary, V, 13, "Hade a strip of land left unploughed . . . between two ploughed portions of a field," "Hade" may be the Elizabethan colloquial pronunciation for "head," a pronunciation not altogether foreign to many native-born Englishmen today. In 2 Henry IV, v, i, 15-16, the servant asks Shallow, "Again Sir, shall we sow the headland with wheat?"

liam Shakespeare acquired from William and John Combe. Since Shakespeare's original of the 1602 deed is signed by "W.Combe" and "Jo.Combe," it is clear that in some legal way (by entail or otherwise in the estate) William had associated John with the property.

The 1602 deed conveys land only—no messuage—that is, no dwelling-house with outbuildings, garden, etc. The deed, too, recognizes the tenure of it by "Thomas Hiccoxe and Lewes Hiccoxe," father and son. This Thomas Hiccox was admitted a tenant to the property in 1552 (see Savage and Fripp's Minutes and Accounts, I, xxiii). The Parish Register of Stratford Church records the christening of Lewis, son of Thomas of Welcombe, on February 12, 1565. A Thomas, designated "agricolus" in his will, was buried on November 18, 1606; a Lewis Hiccox was buried in 1627; and another in 1637. The Hiccoxes are difficult to differentiate from the variants of the name, of which the name Hitchcock is one. Hiccox and Hitchcock are frequently recurring names in and about Stratford. A Lewis Hiccox—maybe it was the Lewis Hiccox of the 1602 deed -in 1603 turned one of the Henley Street Shakespeare houses into an inn. A Lewis Hiccox, likewise—maybe the Lewis Hiccox of the deed-figures in the attempted Welcombe enclosure of 1614-1619.

Research has brought little to light concerning the witnesses to the "deliuery" of this deed to Gilbert Shakespeare, proxy for William. "Anthony Nasshe" and "Ihon Nashe" were respectable folk of Welcombe. "William Sheldon" may be one of the Sheldons connected with the Bealey family. "Humfrey Maynwaringe," a witness to other documents also in the community, had no connection which can be determined definitely with the Arthur Mainwaring of Thomas Greene's Diary and the Welcombe enclosures. "Rychard Mason," except as a witness to one or two other legal documents of the period, remains unidentified. Each witness signed in his own hand—at least no single clerk has written them all in one hand, as was not infrequently the case. "Rychard Mason" is the only one who did not indulge in a goodly flourish of his pen underneath his name.

From contemporary evidence of the period it seems not altogether strange that William Shakespeare, actor and dramatist, should be ambitious in a monetary way and should purchase land and establish himself as a man of some consequence in his native community. Acting at this period was reputed "the most excellent vocation in the world for money." Henry Cross, in his Vertues Common-Wealth (1603), asserts, perhaps a bit generously: "these copper-lace gentlemen [meaning, of course, actors and dramatists] growe rich purchase lands by adulterous plays and not fewe of them usurers and extortioners which they exhaust out of the purses of their haunters so are they puft up in such pride as selfe-love as the envie their equalles and scorne theyr inferiours." Henry Parrot, speaking also concerning actors, declared that their "quality" brought "damnable excessive gains." Thomas Dekker, in his Newes from Hell (1606), wrote: "Manie players swarm there [in hell] as they do here, whose occupation being smelt out by the Cacodemon, or head-officer of that country, to be lucrative, he purposes to make up a company and be chief sharer himself." The play, The Returne from Pernassus, Part II, familiar to every Shakespeare student, satirized the apparent rapidity with which actors in the theater rose from abject poverty to almost sumptuous wealth. Thus (v, i, 12-16):

England affordes those glorious vagabonds, That carried earst their fardels on their backes,

Coursers to ride on through the gazing streetes,

Scooping it in their glaring Satten sutes, And Pages to attend their maisterships.

The wealth of Richard Burbage and of Edward Alleyn, an able actor in the rival Henslowe Company, establishes the evidence that at least some of those who, in the day of Elizabeth and James, devoted their activities to the theater achieved not only a degree of renown

professionally but likewise a degree of financial success. If the documents show anything, they demonstrate that William Shakespeare exercised more than common astuteness in his business affairs; he could not have been blind to the fact that this new profession of actor and of playwright offered one of the surest and quickest means of enhancing his fortune. It is clear, too, that his life as actor and dramatist necessitated his absence from his home and family the better part of each year.2 This 1602 deed, delivered by proxy to his own younger brother Gilbert, is proof that he was not present to accept it from the hands of the Combes; the phrasing of the Getley purchase (see chapter lxiv, below) on the following September 28, 1602, shows he was not in court to receive the grant of admittance to that copyhold; the documents (1597-1600) relating to his obviating his payment of the 1597 subsidy (see chapter xlv, Volume I) in London suggest that he was moving from place to place; his contribution in 1611 to a bill requesting the repair of the highways (see chapter lxxxiii, below) suggests that his name was not placed on the list in the customary order of things and that on his later return from an absence he gave his support. In any event, it cannot be denied that William Shakespeare profited by his activities in the English theater of his day.

The importance of the purchase of the Combe 107 acres in 1602 in the life of William Shakespeare cannot be gainsaid. All too frequently its significance is overlooked. The tract consisted of 321 strips (furlongs), after the manner of Midland acreage³ of that day, or after the manner of a sequence of many farms which were occupied by tenant farmers. Its purchase not only placed the dramatist among the local landed gentry and thus gave him social and financial prestige, but also placed him in the position of landlord to many tenant farmers.

⁸ See J. T. Murray's English Dramatic Companies for evidence of this; also Ratesy's Ghost, Halliwell-Phillipps' Outlines, I, 325-26, and Shake-speares Sonnets for the weary toil of travel of the actor folk.

^a Elton, William Shakespeare, His Family and Friends (1904), 39, says it was "a farm scattered in the common fields."

Certainly being a landed gentleman and being a landlord to tenant farmers in Elizabethan days was all but comparable to being Lord of the Manor of an earlier period. He was now in such position that many rendered him consideration and did him reverence.

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For the details of sixteenth, and early sesenteenth-century farms and farming, see the material in this work on the Welcombe enclosures, chapter xeix, p. 453, below.

LXIII

WILLIAM SHAKESPEARE'S ELIGIBILITY FOR A COAT OF ARMS

HE action of Ralph Brooke, York Herald in the College of Arms during the late sixteenth and early seventeenth centuries, in questioning and perhaps protesting grants of coats of arms to certain persons, cannot well be interpreted intelligently unless one knows the personnel of the College of Heralds during the period and something of the animosities, the charges and countercharges, and the general state of disturbance that obtained. To provide a critical background for the study of the documents in the case, condensed and topical biographical accounts are here given of Robert Cook, the Clarenceux from whose hand, supposedly, John Shakespeare had a tricking of his coat of arms; of Sir William Dethick; of Augustine Vincent; of Ralph Brooke; and of Sir William Segar.

Robert Cook. When Cook was born has not been determined, but he was of humble birth, probably the son of a tanner. Because of his humble origin, no grant of arms was made to him until March 4, 1577, after he had been in the College of Arms for eleven years. He was reared in the household of Sir Edmund Brudenell, an ardent genealogist, under whose guidance and encouragement he made collections of pedigrees of nobility. From 1553 to 1557 he was at St. John's College, Cambridge, and he became a Master of Arts in 1561. On January 25, 1562, he was appointed Rose Blanche pursuivant in the College of Heralds, and four days later he was made Chester Herald. On March 21. 1567, he was elevated to Clarenceux King-of-Arms. He was one of the most industrious and most valuable heralds the College of Arms ever had: he made

many "visitations" into the counties under his jurisdiction; and he made many manuscript records, which today are in the College of Arms and the British Museum. He made one visitation to Stratford-upon-Avon in 1563, and in 1576 he may have conferred with John Shakespeare concerning a coat of arms. His manuscript collection of tricks of arms of his period is a valuable asset to research in the field. Folger MS 298, "A Coppie of the English Barons Booke from the Conquest to the Year Ano 1572," in large paper folios about 14 by 17 inches, has on its title page: "Clarenceux Cook compiled this book 1572 Richard Lee Clarenceux dyed."

From October 3, 1584, the date of the death of Sir Gilbert Dethick, to April 21, 1586, when William Dethick was appointed Garter, Clarenceux Cook exercised the chief office of the Garter

"A Remembrance of Sr Willm Dethickes alias Garter Kinge of Armes his abuses, since the tyme hee was Yorke Heraulde to this present ano: William Dethicke, when he was Yorke Herauld gave Armes by Patents vnder his hand and Seale, And writeinge in ye Inscripcon of his Seales Gulielmus Dethicke Armig: Primarius Heraldus Eboracensis which tytle belonged to Norroy King of Armes of the North.

"At that time also he embeazelled Bookes forth of the Office of Armes and forswore them solempnely on a Booke as by the hande of his owne father his Brother and iiij: or five others was testifyed.

"He strooke his father with his Fiste for the which his father cursed him, And he wounded his elder Brother on the head with his dagger, within the Castle of Windsore.

"Upon his fathers decease he sued for his fathers Office of Garter, and abuseing of one Nicaseus then one of the Clerkes of ye Signett, hee inserted into

the Bill to be signed, (wh had delivered vnto him vpon trust to bee faire written) these wordes of encrease, Nec non Visitandi et insignia Armorum Claris Viris concedendi, By wh wordes he would have carryed Both the Offices of Clarenceaulx and Norroye, But Somersett Glover vnderstandinge thereof complayned vnto the Queene, And her Maties advertysed Sr Francis Walsingham, Sr Francis so sharply reprehended Nicasius for his Oversight, As the Poore Olde man for very griefe dyed.

"After this Clarenceaulx, sent Richmonde Herauld vpon a Visitation, as his Marshall into Lincolnshire, But Dethicke then Garter standinge vpon ye Wordes of his Patent, and pretending that he ought not to visitte without him Countermanded him by Lres, discrediting him so much to the Lord Willoughby, and to the Judges, being then in their Circuite, so the man returned very much endamaged by that Journey.

"Complainte whereof being made unto the Lord Treasurer Burghley, his lordship with Sr Francis Walsingham joyning (by her Maties appointment) in commission, called the said Dethick before them, and, after some sharpe rebukes and threats given him, he rendered his Lettres Patents on his knees, desireing that hee might enjoy them,

as his father did; which they promised him they would obtaine of the Queene; but he, not trusting to their promise, privily got a duplicate from the Records, by which he served the Office vj. or vij. yeares until the Lord Treasurer dyed, and then he gott the originall Patent againe."

The evidence suggests that Sir William Dethick was a man of ungovernable temper, of great arrogance and a tyrannical disposition, and of brutal pugnacity. Additional MS 2524, folio 293, British Museum, says that Dethick charged some of his colleagues in the College of Arms "with felony, some he beate, others he reviled, and all he wronged." In Westminster Abbey, at the funeral of the Countess Sussex, he struck two persons with his dagger, for which he was indicted at Newgate only to be got off through favor of Fleetwood, the recorder. At the funeral of Sir Henry Sidney at Penhurst, Dethick beat the minister in the church. On another occasion he was fined f roo and was imprisoned by the Ecclesiastical Court for calling a clergyman "a bald, rascally priest." Dethick disputed with Cook, Lee, and even Camden; Ralph Brooke, York Herald, made charges against him. He struck heralds, pursuivants, and other attendants at public ceremonies. Anstis (John Anstis, Garter in 1727, one of the most industrious and celebrated of heralds), acknowledging all the faults of Dethick, nevertheless asserted "this Garter was very active and diligent in his imployment" and said he was a man of good capacity and much knowledge. And Camden paid him tribute: ".... a gentleman, very studious in everything relative to honor and nobility. He loved and promoted learning, especially antiquity, of which he was a good judge."

Augustine Vincent. Vincent was born probably at Wellingborough, Northamptonshire, about 1584, the third child and youngest son of William Vincent (†1618) and Elizabeth Mabbott, daughter of John Mabbott, merchant of the staple at Walgrave. It has not been determined what Vincent did in the Tower of London, but his extract copies make it clear that he had access to rec-

ords there. On February 22, 1616, he already had a reputation as an antiquarian, for he was appointed Rogue Rose pursuivant extraordinary. Quarrels in the College of Arms at the time led to partisan biases and partisan friendships. In 1618 Camden appointed his friend Vincent his deputy to visit Northamptonshire and Rutland, an act which irritated the opposing party, who felt that a favored younger man had deliberately been preferred to older and more experienced men. In 1618 Sir William Segar, Garter, and Sir Richard St. George, Norroy, complained to the Earl-Marshall about the practice of visitation by deputy; but Camden justified himself. In 1621, on May 29, by Patent, Vincent was made Rouge Croix pursuivant, and on June 5, 1624, he was advanced to the position of Windsor Herald. In 1622, in desense of his friend and patron, Camden, Vincent issued: A Discoverie of Errours in the First Edition of the Catalogue of Nobility, Published by R[aphe] B[rooke], Yorke Herald, 1619. And Printed Herewith Word for Word, according to That Edition. By Avgustine Vincent Rouge-Croix Pursuivant of Arms, London, Printed by William Jaggard, dwelling in the Barbican, and are there to be sold, M.DC.XXII. Ralph Brooke's Catalogue of the Kings of England, of 1619, was printed by William Jaggard, but not the 1622 edition. (Short Title Catalogue lists only this 1622 edition.) Brooke had cast reflection on Jaggard as a printer: he accused Jaggard of being responsible for the errors which disfigured the 1619 edition of the Catalogue. In Vincent's Discorerie of Errours (1622) he gave Jaggard space wherein to reply to Brooke's strictures on his skill as a printer. Jaggard and Vincent were partisan friends in opposition to partisan Brooke, who, now an old man (†1625), remained silent. In 1623 Jaggard and his son Isaac published Shakespeare's First Folio, and to Augustine Vincent, a copy was presented. Virtually in its original calf binding, and in excellent condition, this Folio (once in the library of Mr. Coningsby Sibthorp of Sudbrooke Holme, Lincoln) is now one of the

cherished possessions of the Folger Shakespeare Library. In it, in a bold hand, is written, in Vincent's own handwriting, "Ex dono Willi Iaggard Typographia 1623." On the outside of this copy are stamped the arms of Vincent: "a bear, holding in his left paw a banner, and in his right a squire's helmet, surmounted with a crest of a bear's head, standing on a scroll with the motto 'Vincenti Augusta' [laurels for a conqueror]." Vincent married, on June 30, 1614, Elizabeth, the third daughter of Vincent Primeorent of Canterbury, who had come originally from Normandy. Vincent prepared materials on a contemplated baronage of England; the Bodleian Library has the Anthony à Wood manuscript of this "Herealogia Anglica." Vincent's son John afterward worked on it but never published it. Wood called it "a very slight and trite thing" compared to Dugdale's Baronage of England (2 vols., 1675-76). Vincent's son John proffered some of his father's manuscripts for sale; hence some are now in the Bodleian Library and some are in the College of Arms. Vincent died on January 11, 1626, and was buried in the Church of St. Benet. Paul's wharf.

Ralph Brooke. A manuscript in the College of Arms says that Brooke was born in 1553, a son of Geoffrey Brooke and Jane Hyde his wife, and that he was a grandson of one William Brooke of Lancashire, who was a cadet (younger son) of the Brooke family, whose ancestral home was at Norton in Cheshire. The Register of the Merchant Taylors' School in London, as of July 3, 1564, records Ralph Brooke's entry there as a son of Geoffrey, a shoemaker. In 1576 he got his freedom from the Painter Stainers' Company. In 1580, because of excellence in drawing and designing, he was appointed Rouge Croix pursuivant of the College of Arms. In 1593 he was elevated to York Herald, but he never won higher rank. In 1597 Camden, having been appointed a Herald only a few days before, was appointed Clarenceux over Brooke, who as an accurate and painstaking genealogist had served the College long and well. Camden, not a professionally trained herald, was ap-

pointed Clarenceux because of his profound learning. In 1590 Camden had published his Latin version of Britannia, containing descriptions of England, Ireland, Scotland, and a number of the English shires. Brooke, taking umbrage at the slight accorded him by Camden's being elevated over him, issued A Discouerie of Certaine Errours Published in Print in the Much Commended Britannia 1594. Very Preiudiciall to the Descentes and Successions of the Auncient Nobilitie of the Realme. By Yorke Herault (n.d., 76 pages + conclusions). Camden answered Brooke in the appendix of his 1600 (5th) edition of his Britannia. It appears that the reply was

¹ William Camden's Eritannia siue Florentissimorum Regnorum Angliae, Scotiae, Hiberniae Chorographica Descriptio (editions of 1586, 1587, 1590, 1594, 1600, 1607 in Latin) was issued in English translation in 1610 and 1625. Camden continued his endeavors in his encyclopedic type of volume and published his Remaines of a Greater Work concerning Britaine, which appeared in successive editions dated 1605, 1614, 1623, 1629, 1636, 1637, and 1657. These frequent editions of the learned Camden's materials indicate its more than common popularity. His Remaines was not a mere English version of the earlier Laun Britannia. In the 1614 edition of Remaines, section 4, pp. 43-44, entitled "The Excellence of the English Tongue," is his famous comment on the long words borrowed from Latin and the short words of the English tongue making for "perfect harmonie." He also reiterates the conventional idea that virtually any excellent quality in the classics may be found duplicated in English: "Catullus? Shakespeare and Barlons [ric]

² Brooke's Discouerie of Certain Errours of 1596(?) was dedicated "To the Right Honorable Robert Earl of Essex Earle Marshal of England." Brooke repeats that Camden's Britannia had errors that reflected on the descent of the English nobility, declares that the corrections came "within the compasse of my profession," and holds that Essex was the "undoubted champion of truth." He admits Camden's learning but holds he was guilty of "falsifying of Noble descentes" and numerous other errors. To Camden he directs a statement: "To Maister Camden, Contrarie to your expectation, and answerable to your deserts, my selfe (being the most vnable) haue vndertaken to answease your vnkinde speaches: as also your vntrue, and erronious writing touching matters of our profession and science, published in your Britannia." Brooke frankly accuses Camden of appropriating to his own use some of the work of the late Somerset Herald Glover's (1588) material, from which he "gleaned not only handfulls, but whole Sheaves," and which, further, he misused and misunderstood. Brooke lists a goodly number of persons and places concerning whom Camden had made incorrect statements: Cornwall, Totness, Exeter, Devon, Bridgwater, Berkeley, Salisbury, Winchester, Surrey, Beauford, Essex, Kent, Sussex, Norwich, Suffolk, Cambridge, Huntington, Warwick, Leicester, Lincoln, and others. Of this work the Short Title Catalogue lists only the 1596 edition. The Library of Congress, Washington, D.C., has a copy of the 1596 edition.

printed in a 1723 reprint of Brooke's volume in London-"To which is added the Learned Mr. Answer to this Brooke." (The Library of Congress, Washington, D.C., has this copy.) William Vincent, who headed the College, sided with Camden and exposed, in turn, some of Brooke's own mistakes. A long and acrimonious controversy over accuracies of "descentes and successions of the auncient Nobilitie of the Realme" occurred. In 1619 Ralph Brooke, as a result of the controversy, published a compendious volume: A Catalogue and Succession of the Kings, Princes, Marquesses, Earles, and Viscounts of This Realme of England, since the Norman Conquest, Their Armes, Wiues and Children. By R. Brooke, York Herald. 1619. (Short Title Catalogue lists a 1619 and a 1622 edition; The Library of Congress, Washington, D.C., has a 1622 edition.) This volume was the first genealogy printed in England. William Jaggard, of First Folio fame, printed the book. John Anstis, Garter, in 1723, from a manuscript, published A Second Discovery of Errours by Brooke, which appears not to have been printed in Brooke's day.

In 1602, before the Earl-Marshall of the College of Arms, Brooke made charges against Sir William Dethick, one of which involved the granting of arms to one "Shakespear ye Player." In 1622, Augustine Vincent issued an attack on Brooke's own 1619 A Catalogue of the Kings of England, which he entitled, A Discoverie of Errours in the First Edition of the Catalogue of Nobility, Published by R[aphe] B[rooke], Yorke Herald, 1619. Ralph Brooke was buried on October 15, 1625, in the old Church at Reculver in Kent. His quaint monument has disappeared from the new church more recently erected.

Sir William Segar. Segar wrote the "Lenvoy to the Author" to John Guillim's 1610 Display of Heraldrie. The date of his birth is not known, but, according to Anstis, he was a son of Francis Segar (a prothonotary in Holland) and Ann Sherrard, daughter to Richard Sherrard. He was bred and trained to the calling of scrivener. Sir Thomas

Heneage, under whose patronage Segar had employment, effected his admittance to the College of Arms. On June 10, 1585, he was appointed Portcullis pursuivant at Derby House by George Talbot. As Portcullis pursuivant, he attended the Earl of Leicester's festival of St. George at Utrecht, on April 23, 1586. On January 4, 1589, he was appointed Somerset Herald. In 1593 he was elevated to Norroy King-of-Arms. Thomas Rymer's Foedera (XVI, 450-51) says his Patent was dated June 2, 1602. In 1603 he carried the insignia of the Garter to the King of Denmark under the provisions of a bill passed under the signet for advancing Segar to the office of Garter King-of-Arms in succession to Sir William Dethick, who, however, was reinstated Garter. On September 8, 1603, Dethick and Segar were of a commission to invest the Duke of Würtemberg. A Patent in January 1607 made Segar Garter King-of-Arms. On November 5, 1616, he was knighted at Whitehall. In December 1616 Ralph Brooke, York Herald, tricked him, by artifice, to attest and confirm armorial bearings to Gregory Brandon, the common hangman of London, for which both Segar and Brooke were committed to Marshalsea prison. An investigation released Segar. On April 15, 1617, James I granted him an annual pension of £10 in addition to his stipend as Garter. On November 16, 1618, he was appointed one of the special commissioners to inquire into the condition of Lincoln's Inn Fields. In 1624 he was recommended by Edmond Bolton as one eminent person for the projected Royal Academy and Senate of Honor. In 1627 he was present at the investing of the Prince of Orange with the Order of the Garter. He was married twice: to Eleanor Somers of Kent, and then to Mary Brome of Herefordshire. On December 11, 1633, he was buried in the chancel of the Church at Richmond. Segar's Baronagium Genealogicum, continued by Joseph Edmondson to six volumes, is a standard work. His Additional MS 27,438 is "The Arms and Descents of All the Kings of England from Egbert to Elizabeth."

A. Folger MS 423.2 is William Smith's "A Breeff Discourse of ye causes of Discord amongst the officers of Armes: and of the great Abuses and absurdities comitted by Painters, to the great prejudices & hindrances of ye same officers. In the hand writing of Wm Smith Rouge dragon." (The last sentence of its heading is in a different hand.) The summary and comment here given are from the original document in the Folger Shakespeare Library. This manuscript as such has no direct relation to Ralph Brooke's protest concerning Shakespeare's arms; the manuscript, however, mirrors the unhappy conditions in the College of Arms.

This document is of nine paper folios (18 pages) measuring a trifle larger than 4 by 5 inches. Formerly it had been attached to Folger MS 423.1, but the two papers are not of the same manufacture. It was found by Mr. Pearson among the materials of the Tixall Library. The entire manuscript is in the same Elizabethan script. At the close, in red ink, William Smith has himself signed his manuscript: "W. S. R. Dragon." The document is dedicated to a man high in the College of Armsthe Right Honorable Henry Howard, Earl of Northampton, who, after 1604, was a Commissioner of the office and Earl-Marshall and, hence, one of the persons in control of the College of Arms. De Ricci, who catalogued the Folger manuscripts, dated the manuscript *ca.* 1605.

Sir Sidney Lee (Life of William Shakespeare, 1915, p. 285) examined this manuscript while it was yet in the possession of Pearson & Company, Pall Mall, London, but gives the impression that William Smith's attack was chiefly on actors: "Two or three officers of the

Heralds' College, who disapproved of the easy methods of their colleagues, indeed protested against the bestowal on actors of heraldic honours. Special censure was levelled at two of Shakespeare's closest professional allies, Augustine Phillips and Thomas Pope, comedians of repute and fellow shareholders in the Globe Theatre." Sir Sidney correctly asserts "Rouge Dragon Smith omitted specific mention of Shakespeare."

Two things concerning the work are notable: William Smith's complaint and protest is not essentially nor primarily against actors but rather against the conditions in the College of Arms whereby a poor pursuivant, like himself, seldom or never was advanced to be herald; William Smith's protest is of the year 1604-5, some eight or nine years after William Shakespeare was granted his coat of arms by Sir William Dethick. Moreover, Smith's protest has nothing to do with the Ralph Brooke listing of William Shakespeare among some twentythree persons having coats of arms to which they, ostensibly, were not properly entitled. William Smith's document is valuable, however, in that it mirrors a general condition of dissatisfaction in the College of Arms in the late sixteenth and the early seventeenth century. The actual date of this manuscript is after July 21, 1603 (it mentions King James I), and before October 10, 1618, when Rouge Dragon Smith died. The document speaks of Dethick as "late Garter," and Dethick was relieved of his office of Garter in 1605. Hence, 1605 may be taken as its approximate date.

This manuscript is not directed against heralds, or against actors and players, or against painters. It is a general protest against conditions in the field of arms. Its content may be briefly summarized thus:

r. In the College itself: (a) Members are unequal, incompetent, etc., in their training; especially are heralds less competent than pursuivants. (b) Pursuivants are seldom advanced; when a herald's position becomes vacant, some favored incompetent is usually appointed. Yet no pursuivant should be named who is not qualified in Latin,

^{*}William Smith was born in 1550 (?) at Warmingham, Cheshire; admitted February 8, 1566, B.A., Brasenose, Oxford; 1575, in London as a member of the Haberdashers' Company; 1578, was keeping an inn at Nürnberg; 1584, on the death of his father, returned to London; October 23, 1597, appointed Rouge Dragon pursuivant on recommendation of Sir George Corey Knight-Marshall; October 10, 1618, died. Lack of amiability and a critical pen and tongue prevented his attaining any higher office. His extant College of Arms, Ashmolean, Harleian, Rawlinson, and Additional manuscripts indicate his pen as prolific.

French, and English. (c) The pursuivant, often scorned by a newly appointed unqualified herald, will labor all his life and never get a heraldship. (d) The fees are disproportionately divided. (e) Heralds attend nearly all the funerals; pursuivants seldom get to go.

The College, according to the manuscript, is of three heads, six bodies, four links: Three Kings (Garter, Clarenceux, Norroy); six heralds (York, Richmond, Somerset, and others not named); four pursuivants (Rouge Croix, Rouge Dragon, Blue Mantle, and Portcullis).

- 2. The manuscript gives one the impression that in London heralds deputized local painters to design the coats of arms, to the financial disadvantage of the pursuivants, and in the country such painters usurped the office of the heralds and pursuivants. This resulted in many errors and inaccuracies; they got the fees; all sorts of mistakes occurred at funerals, especially at the funerals of members of the Twelve Worshipful Companies of London. Painters committed every sort of technical error in emblazoning.
- 3. "Phillipps the player, had graven in a gold Ring, the Armes of Sr. W^m phillip Lord Bardolph, w^{ch} y^e said L. Bardolphs Cote quartred which I shewed to M^e York [Ralph Brooke], at a Seall gravers shopp in foster lane" (folio 9^e). "Pope the player would have no other Armes, but y^e Armes of Sr Tho. pope chancelor of y^e augmentacons" (folio 9^e, at bottom).

Fees ranged from £2 (about \$80) to £22 (\$880) and more. £2, £6, £10, £13, £15, £20, £22 are listed as fees. The manuscript further asserts: "Painters get the work before the heralds know of it. When the heralds make visitations, they will find many more abuses."

Augustine Phillips, Thomas Pope, Richard Cowley, John Heminges, Richard Burbage, William Shakespeare—all members of the Lord Chamberlain's or The King's Men—each secured a coat of arms. The Lord Bardolph mentioned in the manuscript had won his distinction in 1415 at Agincourt. The Sir Thomas Pope was a distinguished courtier and Privy Councillor; he founded

Trinity College at Oxford, and died in 1559. The Twelve Worshipful London Companies were: Mercers, Grocers, Drapers, Fishmongers, Goldsmiths, Spinners, Merchant Tailors, Haberdashers, Saddlers, Ironmongers, Vintners, Clothworkers.

B. Folger MS 423.1 is a Ralph Brooke manuscript which listed William Shakespeare as one of a group of twenty-three concerning whom Ralph Brooke had reservations as to their eligibility for coats of arms. This document also Sir Sidney Lee (Life of William Shakespeare, 1915, pp. 286-87, n.) examined (July 1, 1900) while it was still in the possession of Pearson & Company, Pall Mall, London. The manuscript has no title, but it is a contemporary transcript of notes on grants of coats of arms erroneously made by William Dethick during the later years of Elizabeth's reign. The manuscript consists of 18 folios of paper a trifle over 4 by 5 inches in size. It is rather smaller than many other heraldic manuscript volumes. It has been clipped at the bottom. The manuscript is not paged; but the pages of Folger MS 423.3, which is a revised copy of this manuscript (see C, p. 342), are paged. The Italian script is employed in the main body of the writing. The document was discovered by Pearson among the miscellaneous heraldic manuscripts in the Tixall Library (sold in London, November 6, 1899). The analysis here presented and the partial transcript given below as Document 163 are direct from the original manuscript in the Folger Shakespeare Library, and by its consent a facsimile of the front flyleaf is reproduced in this work.

Definitely this manuscript was prepared before William Camden was made Clarenceux King-of-Arms in 1597; his name does not appear within the document. See also 1 (g), below.

For purposes of this study the content of Folger MS 423.1 may be divided into two parts: the grants of arms, which constitute virtually the entire content of the document; and the list of twenty-three names (written on the front outside page), one of which is that of William Shakespeare.

- 1. The grants of arms: (a) There are notes, trickings, and emblazonry (most of them in colors) of twenty-nine coats of arms: in order the more important ones are Tey, Clarke, Laurence, Parr, Whitmore, Gibbs, Smith, Molesworth, Benniollo, Hickman, Young, Leigh, Sanderson, Wythens, Robert Wythens' wife, Warburton, Saunderson, Gibson, and Shawe. Note that Shakespeare's name is not included. (b) The granting of a number of these coats of arms to the several persons is charged to William Dethick-per William Dethick Garter principall kinge of Arms" is definitely indicated some ten times. Segar is charged two or three times. (c) The script is carefully executed. (d) The trickings are likewise neatly and carefully executed. (e) The entire manuscript book has been prepared after the manner of a presentation volume, many of which, though commonly much larger, were prepared as gifts to nobility or to persons of influence during the sixteenth and seventeenth centuries. Hundreds of such manuscript volumes of heraldic content are in existence. (f) The notes, the comments, and the specific chargings of Dethick with issuing these several coats of arms read as if they were set down in protest that such grants should not have been allowed by him. (g) Dates given are as early as 1591 and as late as 1598; but the most frequently recurring date is 1594, which occurs seven times. (h)There are "added notes" in the document in a hand other than that of the body of the manuscript.
- 2. The list of twenty-three names: (a) These names are on the outside page, in the upper left corner, of the first folio. (b) They do not appear to be an integral part of the original plan and conception of the manuscript. (c) They seem to be a group of listed persons set down by way of notation—here in respect to the fact that each had a grant of arms. (d) The list is numbered and arranged as shown in Document 163. (e) Of this list of twenty-three names, all appear in the body of the manuscript except Lound, Hall, Shakespeare, Pettous, Peake, Thwate, and Heyward.

This does not suggest, since Folger MS 423.1 was filled full of materials, that this list of names was originally a part of the whole. (f) Of these twenty-three names, all except Lound and Heyward appear in Folger MS 423.3 (see C, below), which is a revision of Folger MS 423.1. (g) None of these names is conspicuous or well known; that is, they are all those of people in the lower walks of life. (h) The name of Shakespeare stands out conspicuously because of its subsequent prominence.

Folger MS 423.1 is definitely in the handwriting of Ralph Brooke, Yorke Herald. Critical analysis of the hand in this manuscript, which is neither signed nor dated, alongside of that definitely known to be that of Ralph Brooke makes it certain that the Yorke Herald prepared this document in his own hand. The Ralph Brooke letter reproduced in Frederick Netherclift's The Handbook of Autographs (1862, p. 41) provides material insufficient for a satisfactory analysis of Brooke's personal script; however, in the Folger Shakespeare Library is Folger MS 1134, "Pedigrees mostly of the Nobility in the handwriting of Hugh Cothgraue Richmond, with some Pedigrees wrote by Ralphe Brooke York," which provides ample material. The dates 1602, 1605, 1608, and 1610 appear in the latter document; also the names of Heralds Cooke and Dethick. On folio 27 occurs: "This was copied owt by me yorke Herauld owt of an owld rowle wryten in Edward the fourth his tyme," in a hand identical with that in Netherclift's volume. On folio 1227 in this manuscript appears: "This Pedigree As false as god is true Ra Brooke yorke Herault 1608." These entries are all in the same hand, and are in the spirit characteristic of the captious Brooke, as is likewise a long poem copied into this volume. It was almost certainly Ralph Brooke himself who set down "Shakespeare" as one who was scarcely qualified to bear a coat of arms.

Folger MS 423.3, a revision of MS 423.1, is definitely not in the personal hand of Ralph Brooke, though the revision, perhaps, was made under his direction.

C. Folger MS 423.3 is likewise a document which includes William Shakespeare as one who should not have been given arms. This manuscript is inscribed on folio 1¹: "A note of some Coats & Crests lately come to my hands Given by Willm Dethick when he was Yorke and since he hath executed the Office of Garter King of armes." As will be shown subsequently, this document is a rather complete re-working of the Ralph Brooke Folger MS 423.1 (see B, above).

cal analysis here given is directly from the original document in the Folger Shakespeare Library, and the facsimile of page 28 containing the Shakespeare coat with the identification, "Shakespear ye Player by Garter," is reproduced in this work with the generous consent of the officials of that Library.

That this Folger MS 423.3 is a later revision of Folger MS 423.1 is obvious from the manuscript itself: (a) On page 16, MS 423.3 has a tricked coat (not col-

[DOCUMENT 163]

[SHAKESPEARE AND OTHERS LISTED BY RALPH BROOKE AS OF UNCERTAIN ELIGIBILITY FOR COATS OF ARMS]

I	Norton	12	Cowley
2	Lound		Macatret
3	Hall	_	Laurence
4	Shakespeare		Wythens
	Clarke		whitmore
6	Sanderson	17	Gibson
7	Smyth		Elkyn
8	Parre		Hickman
9	Pettous	_	Thwate
10	yonge	21	Lce
II	Peake	22	Molesworth
		23	Heyward
		_	•

Few Shakespeare scholars have examined this manuscript, and no critical analysis of it has hitherto appeared in print.

The manuscript is paper, sixteen folios (32 pages). The body of the document is in Italian script. Folios 2-16 are numbered in sequence 1, 2, 3, etc., up to 30. The folio measures approximately 5% by 7% inches. The whole manuscript is well preserved.

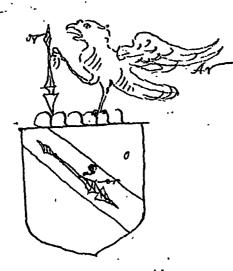
This document was prepared after the learned William Camden (1551-1623) had been elevated to Clarenceux King-of-Arms, over Ralph Brooke's head, in 1597; for Camden's name appears three times in the materials. It was once in the possession of Peter Le Neve (born January 21, 1662; died September 4, 1729), who was one of the notable Norroy Kings-of-Arms during the first quarter of the eighteenth century. The criti-

ored as in MS 423.1) with no name given to it. At the left of the tricking is the note: "no name in the other book." In the corresponding coat in Folger MS 423.1, folio 10, an identical tricking is found—with no name attached. (b) The MS 423.3 has the same handwriting throughout, except for some notes in the body and some entries on the last part where the Shakespeare item is, whereas the entries in MS 423.1 consist of the original entries plus many subsequently added notes; that is, MS 423.3 is a rewriting, by one person, of all the several materials of MS 423.1, which were originally entered by two or more persons at different times. (c) MS 423.3 contains more material than does MS 423.1. It has a total of 36 names entered, plus two coats not named, whereas MS 423.1 has but 27 coats, plus two not named; (d) and it has more dates actually given than



Front flyleaf of Folger MS 423-1, on which Shakespeare and others are listed by Ralph Brooke as of questionable eligibility for coats of arms. Original manuscript in Folger Shakespeare Library, Washington, D.C.

[28]



Shake Spear of Llayer by Garter

Sogar gave to our 1vogs a coff to had 40 flule the event about

Comour apollut by Saute

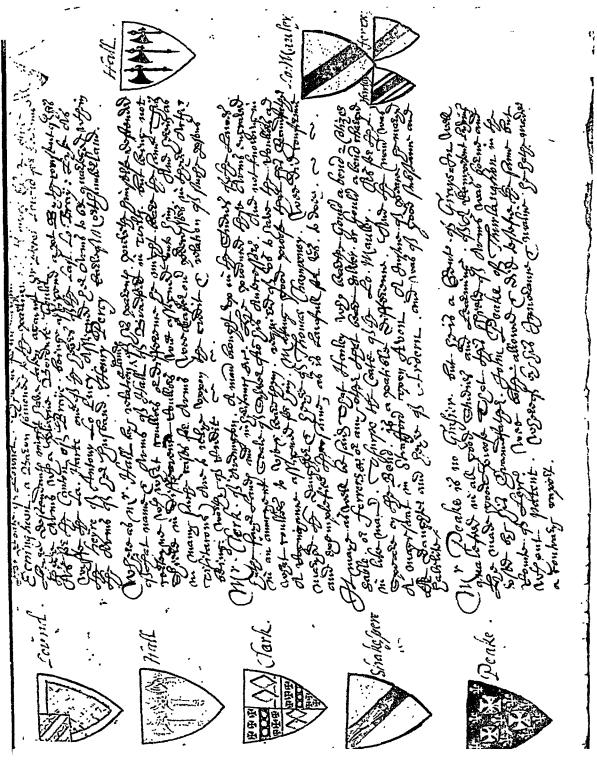
of Cald who firms and only postly garbon to norther the stationer of survey by curle by toward of surry

cowley a merchant in

Boahd a coas and enost

Moetry of york flus a cooper criff-by Logar

Aldregues mende ly Gashr of 10 of fronts with many coals at forgod arms past by Gasierto within Elbyn of Lowon after ho was Doal by the procurement of Laurasher



[Document 164]

Lower portion of folio 59, Ashmolean MS 846, showing part of reply of William Dethick to Ralph Brooke's accusation concerning William Shakespeare's coat of arms, March 21, 1602. Original in Bodleian Library, Oxford

MS 423.1, a fact which suggests additional care. (e) A final e, characteristic of Elizabethan spelling, is somewhat more prominent in MS 423.1 than in MS 423.3. Despite the fact that MS 423.1 is far more beautifully executed and, in many instances, its coats are more beautifully colored, whereas those of MS 423.3 are all in black and white only, it is quite clear that this MS 423.3 is an inclusive revision of the Brooke MS 423.1.

A comparative analysis of the script of Folger MS 423.1 and Folger MS 423.3 is definite on one point: the handwriting of the one is not the handwriting of the other. The latter manuscript is in an excellent Italian script, smaller and not so carefully executed as that in MS 423.1.

The more specific bases on which one is compelled to decide that the handwriting in Folger MS 423.1 is not that of Folger MS 423.3 are as follows: (a) MS 423.1 writes the proper names in the same fine Italian script used in the body of the document; whereas the proper names in MS 423.3 are handprinted. (b) The script of MS 423.1 is firm and masculine, whereas that of MS 423.3 is lighter and more feminine. (c) The letters in MS 423.1 are sharp and a bit angular in form, while those in MS 423.3 are rounder. (d) Letters in MS 423.1 are less uniformly even in height, while those in MS 423.3 tend to rest on a base line and to reach the top line evenly. (e) The letters in MS 423.1 have a semiprint quality; the letters in MS 423.3 are more cursive. (f) MS 423.1 has fairly wide spaces between the letters, but in MS 423.3 the letters are more closely spaced, with the result that in the Parr material in each document, for example, the first uses thirteen lines and the second employs but eight. (g) The individual differences between the small letters in each script—the d's, the b's, the h's, the l's, the s's, the p's, the g's, the v's, the w's, and the t's—are so marked that both cannot well have been written by the same hand. (h) Likewise the marked differences between the corresponding capital letters show that the same person did not write both manuscripts. (i) Moreover, the lack of similarity in the corresponding abbreviations, corresponding spellings, etc., furnishes definite evidence that the man who wrote the Folger MS 423.1 did not write Folger MS 423.3.

Although it was held when Folger MS 423.3 was first found that the script was by Brooke, that position must no longer be taken, because both manuscripts were not written by the same man and Ralph Brooke appears to have written Folger MS 423.1.

It has sometimes been thought that Brooke may have been responsible for additions to Folger MS 423.3. On page 18 there is, as an added note, the phrase "Ralf Brook," thought to be in that herald's own hand; but since the script of MS 423.3 is not that of MS 423.1, this "Ralf Brook" cannot be in his hand. It is more likely that this "Ralf Brook" and most of the other notes added in this document are in the hand of Peter Le Neve. If, as has been held, the inscription—in part "Liber Petrus Le neve Norroy"—on one of the front flyleaves of Folger MS 423.3 is Le Neve's, then the "Ralf Brook" and most of the added notes are his also. The outside flyleaf of this manuscript has "A Continuation of my Memories." Seemingly this document once formed a part of Le Neve's collected heraldic materials and his diary. De Ricci, who catalogued the Folger MSS, dated Le Neve's heraldic collections ca. 1700. De Ricci at first thought this document was probably in Brooke's hand; then he changed his opinion to "probably not." One is inclined to conclude, though it cannot be proved specifically, that whoever prepared this revised form of MS 423.1 must have labored under the direction of the Yorke Herald.

So far as handwriting in these two documents is concerned, the following deductions should be made: (a) In Folger MS 423.1, Ralph Brooke wrote the main body of the document, and also the list of twenty-three names on the outside flyleaf, but he probably did not write the notes added to the text. (b) In Folger MS 423.3, Ralph Brooke did not write the document, but perhaps an amanuen-

sis did so under his direction; the added notes appear to be in the hand of Peter Le Neve, in whose possession the manuscript was for a period of time. (c) Accordingly, the "Ralf Brook" (p. 18 of Folger MS 423.3) and the "Shakespear ye Player by Garter" (p. 28) were not written by Ralph Brooke, Yorke Herald.

Virtually without exception, Brooke's intent was to show that the granting of certain arms, particularly by Dethick, was to persons of mean estate who should not have been so elevated. His indicated reasons are thus: (1) Arms granted after death-Yonge, Wythens, Elkyn, and Norton. (2) Arms granted to common tradesmen—Dungan, a plasterer; Laurence, a goldsmith; Whitmore, a haberdasher; Smyth, an innkeeper; Molesworth, seller of stockings; Yonge, a ropemaker; Leigh, a poor son of a poor tanner; Sanderson, a fishmonger; Wythens, a vintner; Norton, a stationer; and Anstyne, a dyer's son. (3) Good fees exacted—Clarke, Laurence, Parr, Whitmore, Wythens and Warburton. (4) Forged pedigrees-Parr, Sanderson. (5) No difference between the arms—Gibbs. (6) Arms of another— Clarke, Smyth, Leigh. (7) Not a subject of the realm—Benniollo. (8) First to quarter when there were no arms in the family—Sanderson and Gibson. (9) Unlawful — Warburton. (10) And "Shakespear ye Player." It has already been pointed out above that virtually none of these names was prominent in the life of the time. Moreover, plasterer, tanner, innkeeper, and such callings were not ordinarily associated with arms and with gentry.

In this melée of self-appointed criticism, charges of unprofessional conduct, and general unrest in the College of Arms, any person might be included in an endeavor on the part of one official to reflect upon the ability and conduct of another. Thus apparently the name of Shakespeare was included. In no sense was he singled out: Shakespeare's name was not included in the original Folger MS 423.1, although Shakespeare was listed among twenty-three persons whose names were written, in the man-

ner of a notation, on the outside flyleaf of MS 423.1. Finally, in Folger MS 423.3, Shakespeare, again, is not included in the originally planned main body of the document but rather in a sort of final lumping of those to whom the representation charges that arms had been granted more or less irregularly or unwisely. Thus, on page 28 of MS 423.3, where the Shakespeare tricking and entry are given, no fewer than eight-Shakespeare, Clement, Norton, Worley, West, Cowley, Peake, and Elkyn-are listed, whereas in the other part of the manuscript only one name and tricking ordinarily appear on each page. Of this list of eight names on page 28, only two have their accompanying trickings-Shakespeare and West (incomplete). Two had appeared in Folger MS 423.1. Five - Shakespeare, Norton, Cowley, Peake, and Elkyn-had been included in the list of twenty-three names written by Brooke on the outside of the flyleaf of MS 423.1. The Shakespeare tricking, in the upper left corner of page 28v, is executed, apparently, by the same hand that tricked the other coats and crests in the document. The "Shakespear ye Player by Garter" only is in the same hand as that of the body of the manuscript. However, the entries on this page 28 relative to the other seven persons are in the same hand as other added notes in this manuscript, probably that of Le Neve.

A possible reason for Ralph Brooke's preparing MS 423.1 and having it revised in MS 423.3 may be detected by analyzing their content. Vincent, Dethick, Camden, Brooke, and others each had in one way or another been criticized and attacked for their supposedly nonprofessional conduct and had had their errors held up to view. Rouge Dragon William Smith prepared a document (see A, above), perhaps for actual presentation to the Earl-Marshall, which reveals the cross purposes and discontents in the College of Arms. Ralph Brooke was himself much offended when, in 1597, William Camden was placed over him. Already, in Folger MS 423.1, he had prepared his evidence that William Dethick was guilty of being too free in

granting arms to undeserving persons. With the coming of Camden into position above him and with the appearance, as he thought, of further evidence-now against both men, with Segar includedhe arranged the preparation of Folger MS 423.3, in which he re-summarized the materials of MS 423.1 and to which he added some more evidence-including that of "Shakespear ye Player." Dethick is specifically named no fewer than twenty-five times; Camden is listed three times; and Segar is charged four times. Obviously, Ralph Brooke, Yorke Herald, wished to cast reflection upon the heraldic conduct of Sir William Dethick, Garter Principal King-of-Arms. That Dethick made answer will be seen in documents which follow.

That some of these cases, if not all of them, were brought before the higher officials of the College is evident also from the documents which follow below. It is worth noting that, while, in Folger MS 423.3, Shakespeare was objected to in the matter of the grant of arms to him on the ground of his being a "Player," in the following document the charge is made that his arms were like those of Lord Mauley.

D. Ashmolean MS (Bodleian) 846, folios 50-51, contains a part of the reply of Sir William Dethick, Garter Principal King-of-Arms, and William Camden, Clarenceux King-of-Arms, to the accusations of Ralph Brooke that they had given arms to persons who did not qualify for gentryhood. The Ashmolean manuscript materials are volumes of miscellanies bound up in the seventeenth century. It is not known how Lord Ashmole secured these two folios dealing with the Brooke matter. The folios were Item 7245 in Edward Bernard's Catalogi Librorum Manuscriptorum Angliae et Hiberniae in Unum Collecti (1697) where, it will be seen, these folios already formed a part of the Ashmolean MS 846. They are of paper approximately 111/4 by 91/4 inches. The first folio (folio 50) is written on both sides; the second is blank except for the endorsement on folio 51, which is "xxj" Mar: 1601." This date may be 1602; in any case, it is presumably 1602 New Style.

The notes here given and the transcript are from special photographs made of the documents by the Bodleian Library officials. The present editor is under obligations to Mr. Owen E. Hollaway of the Bodleian Shakespeare Library for excellent critical notes on these manuscripts. The facsimile is here reproduced with the generous consent of the Bodleian officials.

The actual document containing "Brooke's Complaint" (protests and accusations) has not come to light. Folger MSS 423.1 and 423.3 (B and C, above) contain some of his materials collated as objections to Dethick in particular. Some of the actual names in those manuscripts—see Lound, Hall, Clarke, Shakespeare, Peake, and others, in the facsimile reproduced in this work—appear in Ashmolean MS 846, folios 50-51, which are headed:

"The answere of Garter & Clarenceux King[es] of Armes to a Libellous Scrowle against certein Arms supposed to be wrongfully given.

"Right Honorable. The exceptions taken in the Scrowle of Armes exhibited doe concerne these Armes granted or the p[er]-sons to whome they haue bin granted. In both right Hoble wee hope to satisfie you LLPs in perticuler, etc."

There follows direct comment that some of the arms had been awarded in the time of Henry VII, Henry VIII, etc., and that Sir Gilbert Dethick (Garter; and father of Sir William Dethick) had recognized certain arms. In consequence, thereafter, follow the several names against whom or against whose arms objections had been made. The name "Norton" is listed first, opposite "Mortimer."

On the following page is a list of names—among which, second from the bottom, is "Shakespere," opposite "Lo: Mauley." From the facsimile it will be seen that on either side of the page, next to the left and the right margins, are tricked the opposing coats of arms; then between them is written the answer to Brooke's objections. From these answers, here given as Document 164, it is possible to determine, in part, what Brooke's point of attack was in the case

of Shakespeare. It should be noted again that, whereas Folger MS 423.3 objected to this "Shakespear ye Player," the answer here given is rather that Shakespeare's coat was like that of Lord Mauley. daughter and heir of Arden. (5) He had good substance and ability.

E. The College of Arms MS W.Z., folio 276, is likewise a copy of the William Dethick-Clarenceux Camden answer to Brooke's accusations. This manu-

[DOCUMENT 164]

[PART OF REPLY OF DETHICK AND CAMDEN TO BROOKE'S ACCUSATIONS, CONCERNING SHAKESPEARE, 1602]

It maye as well be said That Harley who bearethe Gould on a bend 2 Cotizes /

Sable. or Ferrers. etc. or any other that beare Silver. or Gould a bend charged /

in like mann[er]. Vsurpe the Coate of the Lo. Mauley. As for the / Speare on the Bend. is a patible difference. And the man was / A magstrat in Stratford vpon Avon. A Justice of peace he maryed / A* daughter and heyre of Ardern. and was of good substance and / habilite.

"The" was written and then "A" written over it.

The specific justifications here are: (1)
Anyone, even Lord Harley, who had a
sable bend (charged) on his shield
might usurp Lord Mauley's coat. (2)
But on Shakespeare's shield the "Speare"
on the bend was an actual difference—
a "patible difference"; that is, patible

script is in a hand entirely different from that of Ashmolean MS 846, a folio of which contains a similar entry (see D, above). Obviously this version of the entry is not that of Dethick. A good facsimile (in color), with transcript, of this manuscript is in Stephen Tucker's

[DOCUMENT 165]

[COLLEGE OF ARMS RECORD JUSTIFYING THE SHAKESPEARE COAT OF ARMS]

It may aswell be said that Harely who beareth gould a Bend betweene two Cotizes sables. and all other that Or. and Argent. a bend sables vsurpe the coate of the Lo. Mauley As for the Speare in Bend is a patible difference. And the person to whome it was granted hath borne magestracy and was Justice of peace at Stratford vpon Avon he maried the daughter and heire of Arderne and was able to maintaine that estate.

(<pat-i == to suffer, to endure) meant "passable," "something that must be suffered or endured," "something that had to be reckoned with." (3) John Shakespeare was a magistrate, a Justice of Peace of Stratford. (4) He married a</p>

The Assignment of Arms to Shakespeare and Arden, 1596-99 (1884, p. 11).

The phrasing of this entry, here provided as Document 165, is somewhat different from the corresponding one in Ashmolean MS 846, but the general

content is pretty much the same. The outstanding difference here is the phrase, "And the person to whome it was granted" This is conclusive evidence that Brooke's protest and charge was based on the fact that the 1596 grant had actually been allowed. The fact that the content is much the same but the phrasing and the handwriting are different from those in the Ashmolean manuscript suggests a common source for the two documents by two different scribes. It may be reasonably concluded that neither of these manuscripts is a copy of the other. Certainly the Ashmolean manuscript entry is Dethick's, written, probably, by his clerk.

F. College of Arms MS R. 21, folio 285, has to do with the protest against Shakespeare's having been assigned a given coat of arms. Its date of entry and its scribe have not been determined. Essentially it is a tricking, for comparison and contrast, of the Shakespeare arms and those of Lord Mauley, with the much smaller tricking of the Mauley arms to the left of the tricking of Shakespeare's. A good facsimile (color), with a transcript, is in Stephen Tucker's The Assignment of Arms to Shakespeare and *Arden, 1596*–99 (1884, p. 13), and in J. W. Walter's Shakespeare's True Life (1890, p. 51). The notation above the Shakespeare arms refers to a "Book of Difference" which the officials of the College of Arms kept for reference and comparison. The appended note of concern is here given as Document 166.

This entry suggests that, in making the preparations to meet Brooke's accusation, Dethick and Camden (or perhaps one of their clerks) made note of the fact that there was a "patible" difference between the Shakespeare coat of arms and that of Lord Mauley. Here, as in Ashmolean MS 846 and in College of Arms MS W.Z., folio 276b, the spear is the differentiating feature: Lord Mauley's coat (its bend sable) had no spear as a charge (any design that specifically differentiates one coat of arms from another). Since there is no evidence that Brooke replied to Dethick and Camden's answer to his protest, probably the matter was not prosecuted further.

The Ralph Brooke charge against Sir William Dethick and William Camden that they had unlawfully granted arms to undeserving persons, among whom was William Shakespeare, may now be summarized as follows: (1) Before 1597, Ralph Brooke had prepared, in his own hand, Folger MS 423.1 in which he listed 29 cases of irregularity in heraldry, mostly against Dethick. (2) Brooke noted down, on the outside of the flyleaf of this manuscript, a list of twentythree names, among them that of Shakespeare. (3) After William Camden's elevation to Clarenceux King-of-Arms, over Ralph Brookes' head, in 1597, Folger MS 423.3, containing a reworking of the materials (now a total of 36 cases) of Folger MS 423.1, was prepared, probably by Brooke; but the handwriting is not that of Brooke. (4) The tricking of Shakespeare's arms and "Shakespear ye Player" appear on page 28 of this second manuscript. (5) In no way is Shakespeare's case singled out—it seems rather to have been included as an afterthought. (6) Whether or not Ralph Brooke actually presented his evidence (any actual complaint has yet to be found) to the Earl-Marshall and the Commissioners. no evidence has come to light. (7) Dethick and Camden prepared answers to a number of Brooke's cases of purported irregular or unlawful grants-or else of unworthy recipients of heraldic honors: Ashmolean MS 846, folios 50-51, College of Arms MSS W.Z., folio 276b, and R. 21, folio 285, are evidence of this. (8) Dethick and Camden in the case of Shakespeare's coat cited that the "Speare in the Bend is a patible difference." (9) Ashmolean MS 846 is endorsed "xxj" Mar: 1601"—that is, 1602 New Style-which indicates that 1602 is the approximate date for the height of the protesting and accusing. (10) Doubtless there were irregularities on the part of Dethick, and Ralph Brooke was not above suspicion in unproffessional conduct. (11) The entire College of Arms was filled with charges and countercharges, producing a condition of unhappiness and maladjustment among the "kings," "heralds," and "pursuivants." (12) No further record has

come to light as to whether or not there was any continued action on the part of either party. (13) Obviously William Shakespeare was not deprived of his coat of arms, for he styled himself "gentleman" in virtually every one of his legal

terae, et cujuscumque generis Acta Publica, 20 vols., 1704–1715

JOHN ANSTIS, The Register of the Most Noble Order of the Garter, 2 vols., 1724

JAMES DALLAWAY, Inquiries into the Origin and Progress of the Science of Heraldry in England, 1793

[DOCUMENT 166]

[FURTHER COLLEGE OF ARMS RECORD RELATING TO SHAKESPEARE'S COAT OF ARMS]

.Shakespeare

See y booke of Differ. 61/. See knyght[es] of .E.1. fol 2: 28: Booke of diff

Lo: Mauley

documents after 1602, and in his will of 1616 he is "I William Shackspeare of Stratford vpon Avon gentleman."

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Folger MS 423.3, "A note of some Coats & Crests lately come to my hands Given by Willm Dethick when he was Yorke and since he hath executed the Office of Garter King of armes"

Folger MS 1134, "Pedigrees mostly of the Nobility in the handwriting of Hugh Cothgraue Richmond, with some Pedigrees wrote by Ralphe Brooke York"

Ashmolean MS (Bodleian) 846, folios 50-51 Ashmolean MS (Bodleian) 857

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JOHN GUILLIM, Display of Heraldric, 1610
THOMAS SMITH, Guillelmi Camdeni et Illustrium Virorum ad G. Camdenum
Epistolae, cum Appendice Varii Argumenti Accesserunt Annalium Regni Regis
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For legislation reflecting the attitude toward actors see: the Henry VIII, 1545, "Proclamation for Punishment of Vagabonds, Ruffians, and Idle Persons" in which players are included; the 1572 Act of Parliament "An Act for the Punishment of Rogues and Vagabonds"; the 1598 Act of Parliament, "An Act for Punishment of Rogues, Vagabonds, and Sturdy Beggars."



Example of rate of the rate of the first of the East of the Estate of the took of the Melle fore and realth's seller of General Libelle from Allean fine Enfemand Lourn matery for fifthe format sides from the formation of the interior selection in the constant of the interior View of frank pledge transferring a Stratford copyhold from Walter Getley to William Shakespeare, September 28, 1602. Original in the Birthplace Muscum, Stratford-upon-Avon

LXIV

GETLEY'S SURRENDER OF A COPYHOLD TENURE TO WILLIAM SHAKESPEARE, 1602

NOTHER Shakespeare doc-ument of importance (about (5) 11 by 3!4 inches) in the ab-MOON breviated legal Latin of the day, and without a single punctuation mark, is a copy of the entry in the Roll of the Court of the Manor (Rowington), dated September 29, 44 Elizabeth, 1602, whereby a copyhold tenure in Chapel Lane was surrendered to William Shakespeare. The original Court Roll has never been found: perhaps it was burned along with the Longbridge MSS. The copy of the Court Roll, in excellent condition, is in the Birthplace Museum, Stratford - upon - Avon (see Wellstood's Catalogue of the Books, Manuscripts, . . . Exhibited in Shakespeare's Birthplace, 1925, No. 32); the transcript here given as Document 167, with the added letters enclosed in brackets, is direct from that copy. Other transcripts, varying in accuracy, are in Lambert's Shakespeare Documents (1904, pp. 44-45); E. K. Chambers' William Shakespeare (1930, II, 111-12); Halliwell-Phillipps' The Life of William Shakespeare (1848, pp. 201-2), his Outlines (II, 19), and his Folio of Shakespeare's plays (I, 8); and in Tucker Brooke's Shakespeare of Stratford (1926, pp. 43-44). The facsimile here is reproduced by arrangement with officials of the Birthplace Museum.

Strangely enough, the Getley copyhold purchase has not received the critical attention that the document merits: Halliwell-Phillipps' information thereon has been superseded by the researches of Stopes and Wallace; Sidney Lee has rather perfunctory comment; Adams merely mentions it; Chambers devotes but two brief pages to it; Edgar I. Fripp has virtually passed it by.

A presentation of the social-legal

background necessary to a proper understanding of this document is in order: "A view of frank pledge" (Visus franci plegii) and "copyhold" are terms which must be clear and intelligible. The document is presented first, then the explanation.

A. It will be seen, from the fascimile, that the initial words "rowington ss" and the closing signature "per me henricum michell" are not in the hand of the body of the manuscript. The date, in the margin, "28 Sept 1602. C. M." is in a later and more modern hand. The Gothic script of this copy is neat and very legible.

The popular assembly of the early Anglo-Saxons was also its court of law. The people, whenever assembled, were the state, and also the court. "The general court, the assembly of the state," declared Henry Adams in his "The Anglo-Saxon Courts of Law" (Essays in Anglo-Saxon Law, 1876, p. 6), "and the local assembly of the district, were, therefore, the law courts of higher and lower jurisdiction throughout the north of Europe." Before these local courts violations of law were tried, and by it decisions were rendered and sentences executed. In these courts, presentments (public announcements) were prepared, lists of jurors were selected, petty offenders were amerced (fined), copyholds of tenure were surrendered and admittance thereto was allowed.

With the coming of the Norman scheme of things—with its manors and its lords of these manors—the same general principles of Anglo-Saxon commonlaw practice continued. Latin names in some instances were substituted for the vernacular, but the general procedure remained pretty much unchanged. The court merely became the Court of the

Manor, under the Lord of the Manor, with his steward (seneschal) or clerk in charge of the order of things and of keeping the records. If the schedule or catalogue of cases in the court was under consideration, the Court of the Manor, or Court Baron, was called the Court Leet (<Anglo-Norman hlet = "list," "order of items," "catalogue," "inventory"). If the record of the court was under consideration, it was called the Court of Record.

The individual entries in the Court of the Manor were commonly designated as Visus franci plegii (Visus < O.F. veue <O.F. veoir = "to see" <L. videre = "to see," that is "sight," "scene," "picture," "evidence"; "franci" or "frank" <F. franc = "removed from any compulsion," "gratuitous," "free"; "plegii" or "pledge" < O.F. plege or pleige <L.L. plebium or plivium = "promisc," "agreement," "word of honor," "bond," "homage," "fealty"). A view of frank pledge was, then, the evidence of one's fealty or word of honor given entirely of one's own volition. Any extant Court of Record book-like Folger MS 452.6, "Stratford Court Booke" (Court-Book of the Manor of Old Stratford, 1684-1697), or Folger MS 3.1 (a Warwickshire manuscript of many court entries of 1688-1714, which lists a number of Shakespeares) and many similar documents in almost any earlier courtrecord repository in England and on the Continent-shows that in time "a view of frank pledge" became the legal caption for almost any Manor Court or Court Leet or Court of Record entry, whatever the nature of the entry. In Folger MS 3.1 is a view of frank pledge of 1707 which gives the following court order: "Item Wee order & ordeine yt John Shackspeare shall & doe pull or

take downe his new Erected Cottage & throw open the incroachm^t he has lately made upon the Lordes Wast at or before St. Andrews Day next vpon paine of forfeiting to the Lord of this Leet 4d." In 1710 another Visus franci plegii on the same matter reads: "Item Wee find That the said John Shakespeare hath made breathe [this is the oft-recurring comment in such entries] of the preceeding paine Contrary to A paine laid Last court whereby he has forfeited to the Lord of this Manor 4d." This court order on "John Shakespeare" had been repeated in 1707, 1709, and 1710. In 1712, Maner deSolihull, an Estreat (extract: here a list of unpaid fines) lists: "John Shackspeare for the like [that is, for the same offense] 0:0: 4[4d]." The Stratford Court Booke (Folger MS 452.6, above) has a Visus franci plegii: "John Bartlett departinge in despight of the Court & refusing to serve on the Jury fined 105," which is self-explanatory. The contents of the items in these views of frank pledge are as varied as the life of the day itself: taking oaths, making reports, care of the poor, hanging the sheepskins to dry on the public cross in the village, polluting the water in the common ditch, and so on. John Shakespeare, the poet's father, with other prominent neighbors, was amerced for letting a heap of sterquinarium (a dunghill) accumulate in the street before his shop! The Court of Manor records or the Visus franci plegii, despite this strange-sounding, foreign, Latin title, are the brief chronicles of the local life of any given Germanic community.

Its special application to one form of conveyance of tenure, among the several methods in early English life, is not far to seek. Among the Anglo-Saxons, theoretically at least, land and its tenure or occupancy were in the possession of the community. This was parceled out—right of eminent domain always understood—to the individual, who ever looked to the community (or state) as the source of his possession. With the advent of manors and lords of these manors, approval obtained in terms of the proceedings in the Court of the Manor. For him who was not by hom-

age attached to some lord, a lord had to be provided. In the absence of any such connection, a man was legally an outlaw and his life could be taken with impunity. The Court of the Manor was the social-political-legal structure of the community. bailiff of the court. The Lord of the Manor is "to appoint and to commaunde"; the tenants of the manor have "copyholds of tenure"; the steward must "make the entries" (of the Visus franci plegii) in the record; the bailiff must "attend and execute." It was compul-

[DOCUMENT 167]

[WALTER GETLEY'S TRANSFER OF A STRATFORD COPYHOLD TO WILLIAM SHAKESPEARE, 1602]

rowington ss 28 Sep^r 1602.

C.M.

vis[u]s ffranc[i] pleg[ii] cum cur[ia] baron[is] p[re] nobilis D[omi]ne Anne Comtisse warwici ib[ide]m tent[us] xxviijo die Septembris Anno regni D[omi]ne n[ost]re Elizabeth Dei grat[ia] Anglie ffranc[ie] & hib[er]nie regine fidei defens[ori]s &c quadragesimo quarto coram henr[ico] michell Gen[er]oso Deputat[o] Scenescall[o] Joh[ann]is Huggeford Ar[migeri] Capit[a]lis Senescalli ib[ide]m Ad hanc Cur[iam] ven[it] walt[er]us Getley p[er] Thomam Tibbottes Jun[iorem] Attorn[atum] suu[m] v[nu]m Customar[iorum] Tenen[cium] man[er]ij p[re]d[i]c[t]i (p[re]d[icto] Thoma Tibbottes Jur[ato] p[ro] veritate inde) & sursumredd[idit] in manus d[omi]ne man[er]ij p[re]d[i]c[t]i v[nu]m cotag[iu]m cum p[er]tin[enciis] scit[uatum] iacen[s] & existen[s] in Stratford sup[er] Avon in quodam vico ib[ide]m vocat[o] walkers streete al[ia]s dead lane ad opus & vsum willi[elmi] Shackespere & hered[um] suor[um] imp[er]p[etuu]m s[e]c[un]d[u]m Cons[uetudinem] man[er]ij p[re]d[i]c[t]i Et sic remanet in manib[us] d[omi]ne man[er]ij p[re]d[i]c[t]i quous q[ue] p[re]d[i]c[t]us will[ielmu]s Shakespere ven[erit] ad capiend[um] p[re]missa p[re]d[i]c[t]a In cuius rei testimon[iu]m p[re]d[i]c[t]us henr[icus] michell huic p[re]sent[i] copie sigillu[m] suu[m] apposuit die & anno sup[ra] d[i]c[t]is

p[er] me henr[icum] michell

Philip Chapman in his "A Treatise concerninge the tenure of Copyholders," ca. 1600, Folger MS 448.13, asserts that there must be (1) a manor; (2) a Lord of the Manor; (3) a custom of copyhold; (4) a court-of-copyhold surrender and admittance; (5) copyhold tenants in the manor; (6) a steward (recorder) of the court; (7) a

sory, by custom, that the holder (or vendor) of a copyhold tenure appear in the Court of the Manor and surrender to the lord his tenure; in turn, upon proper expression of homage, the lord admitted the purchaser (or vendee) to the copyhold tenure. The process was legally that of surrender, followed by admittance. In the Court Rolls, the stew-

ard recorded the transaction: ".... And [writes Chapman; italics are the author's] are to be written by the Steward in that case as a Notarie indifferent [impartial] betweene the Lorde and his Tennantes. And then to remayne wh the Lorde that he may knowe his Tennantes his Rents his ffynes, his customes and his seruices, And the particular Coppies of entry graunte contayned in the

Littleton's *Tenures* (Wambaugh edition, 1903, pp. 33 f., 39, 43) clarifies the matter (italics are the author's):

§73. TENANT BY COPY OF COURT ROLL, is, as if a man be seised of a manor, within which manor there is a custom which hath been used time out of mind of man, that certain tenants within the same manor have used to have lands and tenements, to hold to them and their heirs in fee simple, or fee

[The English translation of the legal Latin is as follows]:

Rowington
[Manor]
s[cire]
s[cilicet]

A View of Frank Pledge with the court baron of the noble Lady Anne Countess of Warwick held in the same place on the xxviii day of September in the fortyfourth year of the reign of our Lady Elizabeth by the grace of God Queen of England, France, & Ireland, Defender of the Faith, &c., in the Court before Henry Michell, gentleman, deputy seneschal for John Huggeford, esquire, chief seneschal in the same Court. To this Court came Walter Getley, through his attorney Thomas Tibbotts junior, one of the customary tenants of the manor aforesaid (the aforesaid Thomas Tibbotts being sworn for the truth), and restored into the hands of the Lady of the aforesaid Manor a cottage with its appurtenances situated, lying, and being in Stratford upon Avon in a certain street there called Walker's Street, otherwise Dead Lane, to the behoof and use of William Shakespeare and his heirs forever according to the custom of the manor aforesaid. And so it remains in the hands of the Lady of the Manor aforesaid until such time as the aforesaid William Shakespeare shall come to receive the premises aforesaid. In testimony of which the aforesaid Henry Michell has affixed his seal to the present copy on the day and year aforesaid.

By me Henry Michell

said Rolles are to be made to every p[ar]ticuler Tenant and they to have them for ther Evidence of ther Tytles neither can they if they be coppy holdes make tytle by any other kinde of Evidence then only the Coppyes of the Court Rolles...." The entry thus written in the rolls of the Court of Record was a copyhold; and the land so held by virtue of this written entry was termed a copyhold.

tail, or for term of life, &c., at the will of the lord according to the custom of the same manor.

§74. And such a tenant may not alien his land by deed, for then the lord may enter as into a thing forfeited unto him. But if he will alien his land to another, it behooveth him after the custom to surrender the tenements in court, &c., into the hands of the lord, to the use of him that shall have the estate, in this form, or to this effect:

A. of B. cometh into this court, and surrendereth in the same court A mease, &c., into the hands of the lord, to the use of C. of D. and his heirs, or the heirs issuing of his body, or for term of life, &c. And upon that cometh the aforesaid C. of D. and taketh of the lord in the same Court the aforesaid mease, &c. To have and to hold to him and to his heirs, or to him and to his heirs issuing of his body, or to him for term of life, at the lord's will, after the custom of the mannor, to do and yield therefore the rents, services, and customs thereof before due and accustomed, &c. and giveth the lord for a fine, &c. and maketh unto the lord his fealty, &c.

\$75. And these tenants are called tenants by copy of court roll; because they have no other evidence concerning their tenements, but only the copies of the court rolls.

§76. And such tenants shall neither implead nor be impleaded for their tenements by the king's writ. Etc.

§85. Homage is the most honorable service, and most humble service of reverence, that a franktenant may do to his lord. For when the tenant shall make homage to his lord, he shall be ungirt, and his head uncovered, and his lord shall sit, and the tenant shall kneel before him on both his knees, and hold his hands jointly together between the hands of his lord, and shall say thus: I become your man from this day forward [of life and limb, and of earthly worship] and unto you shall be true and faithful, and bear to you faith for the tenements that I claim to hold of you, saving the faith that I owe unto our sovereign lord the king; and then the lord, so sitting, shall kiss him.

§90. Note, none shall do homage but such as have an estate in fee simple, or fee tail, in his own right, or in the right of another. For it is a maxim in law, that he which hath an estate but for term of life shall neither do homage nor take homage, Etc.

§91. Fealty is the same that fidelitas is in Latin. And when a freeholder doth fealty to his lord, he shall hold his right hand upon a book, and shall say thus: Know ye this, my lord, that I shall be faithful and true unto you, and faith to you shall bear for the lands which I claim to hold of you, and that I shall lawfully do to you the customs and services which I ought to do, at the terms assigned, so help me God and his Saints; and he shall kiss the book. But he shall not kneel when he

maketh his fealty, nor shall make such humble reverence as is aforesaid in homage.

§92. And there is great diversity between the doing of fealty and of homage; for homage cannot be done to any but to the lord himself; but the steward of the lord's court, or bailiff, may take the fealty for the lord.

From Littleton's Tenures (24th English edition, 1600; 40th Latin-French edition, 1509) and from Chapman's manuscript (Folger) "Treatise concerninge the tenure of Copyholders" (ca. 1600) these things with respect to copyhold tenure are clear: (1) The legal procedure was compulsory; that is, one owning a copyhold tenure was obliged first to surrender it to the Lord of the Manor when he desired to convey it to another: he could not transfer it to another directly. (2) The vendor and the vendee each had to come into courtthe vendor, as was the practice in later time, might be represented by his attorney; but the vendee was obliged to present himself before the lord, or before his deputy, to make pledge of homage or of fealty; indeed the transfer was not completed until he did make such pledge—the copyhold tenure, in the interim, remaining in the possession of the lord or of the court. (3) A copyhold was commonly for the life of the holder and his heirs, after which term, if not renewed in legal form and manner, it reverted to the lord of the manor. (4) Regulations governing copyhold transfer were always conditioned by the local custom (common law) prevailing in any given manor. (5) The entry of the steward in the Court Rolls, a copy of which presumably the vendee always claimed for himself, was the only evidence the purchaser had of his ownership of tenure; that is, he had no fine, no deed, no lease and release, no fine and recovery, no last will and testament, no mortgage for evidence. This fact, however, should not be taken to mean that his copyhold title was not secure; on the contrary, it was one of the very best: not only was his own copy of the court record evidence of copyhold tenure but the record itself was a permanent entry in the written proceedings of the court.

Some of the other methods of conveyance were not required to be publicly recorded until very much later.

The Manor of Rowington some six miles northwest of Warwick on the main road to Birmingham (Dugdale, Antiquities of Warwickshire, 1730, II, 793–94) had belonged to the abbey of Reading; to it were attached a number of outlying properties (see Elton, William Shakespeare, His Family and Friends, pp. 129-35), of which two were small parcels in Stratford-upon-Avon, one in Church Street and the other (which Shakespeare bought) in Chapel Street. Queen Elizabeth had granted the Rowington Manor, as an estate entail, to one of her favorites, Ambrose Dudley1 (brother of Robert Dudley, Earl of Leicester), Earl of Warwick, who died in 1589 without issue; whereupon, as was the local custom, it continued to be held by his widow, Lady Anne, Countess of Warwick, until her own death in 1604, when, as was the legal custom, it reverted to the Crown. The Church Street copyhold in 1561 had been held by Henry Sadler at an annual rental of 2s. (see J. W. Ryland's *Records* of Rowington, 1896, I, 159); in 1586 it was surrendered back to the manor by Hamnet Sadler and granted to Stephen Burman (see Bodleian "Warwick Rolls," Roll I).

The property purchased (surrendered by Walter Getley through his attorney) by Shakespeare consisted of about one-quarter of an acre of land, with a cottage, which was located in Chapel Lane and which, on the opposite (south) side of the street, faced the lower grounds of New Place (see also Halliwell-Phillipps' Outlines, II, 143; his New Place, 1864, p. 40; and his Life of William Shakespeare, 1848, p. 165; and E. K. Chambers' William Shakespeare, 1930, II, 113). F. C. Wellstood's

¹ Camden's Britannia (1586, p. 571): "Ambrose, a most worthy personage, both for warlike prowesse and sweetnesse of nature, through the fauour of Queene Elizabeth received in our remembrance, the Honour of Earle of Warwick to him and his heires males, and for defect of them to Robert his brother, and the heires males of his body lawfully begotten. This Honour Ambrose bare with great commendation, and died without children in the yeere one thousand five hundred eighty nine, shortly after his brother Robert Earle of Leicester."

Catalogue of the Books, Manuscripts, Exhibited in Shakespeare's Birthplace (1925, p. 31) says the cottage adjoined the garden of Shakespeare's residence, New Place." This can scarcely be correct in the light of the legal description of the properties adjoining New Place (see documents in chapter xli, Volume I). Sidney Lee's Life of Shakespeare (1915, p. 318) makes a similar assertion. Adams (Life, p. 353) says, "adjoining his estate of New Place." Stopes (Shakespeare's Industry, 1916, p. 267) says, "at the foot of Chapel Lane, opposite the lower end of his garden." The original cottage appears to have been rebuilt in 1690 (see Halliwell-Phillipps' Outlines, I, 205); there is a drawing (Halliwell-Phillipps' Life of William Shakespeare, p. 201) of it before it was pulled down in the middle of the nineteenth century, when a modern cottage took its place.

In the light of the local custom and in the light of the actual statements in the September 28, 1602, copyhold record, the Getley-Shakespeare transaction in the Court of the Manor of Rowington, held no doubt at Warwick, can now be interpreted: (1) Anne, Countess of Warwick, widow of the Earl of Warwick (†1589) was the Lady of the Manor in whose court the transaction took place. (2) John Huggeford was chief clerk (seneschal) of the court; but his deputy, Henry Michell, was the official who presided and who recorded the events. (3) Walter Getley, through his attorney, Thomas Tibbotts, Jr., surrendered the copyhold of a tenure of a Stratford parcel (in Chapel Lane) to the court. (4) The surrender of the copyhold tenure was made to the "behoof and use of William Shakespeare and his heirs forever according to the custom of the manor." (5) A new copyhold entry was executed to William Shakespeare. (6) William Shakespeare was not present in court: hence, until the time when he would come into court and give fealty to the Lady of the Manor, the tenure was to remain "in the hands of the Lady of the Manor aforesaid until such time as the aforesaid William Shakespeare shall come to receive the premises aforesaid." Just when he came and just what the formal procedure actually was, no record exists to show. Perhaps actual pledging of fealty was enacted as of old. That William Shakespeare did appear in the court, though seemingly he could not do so by deputy, since fealty, or homage, was a personal proffering, to receive the premises (by admittance to the court copyhold) is evidenced by the fact that documents dated 1604 and 1606 show him then in possession of the property and by the fact that in his will (1616) he devised this Rowington copyhold to his older daughter, Susanna, with certain reservations for the younger daughter Judith.

A moot question arises: Why did Shakespeare offer Judith £50 for her share in the copyhold? The will reads: "Item I Gyve & bequeath vnto my daughter Judyth One Hundred & ffyftie poundes of lawful English money to be paied vnto her in manner & forme followeing That ys to saye One Hundred Poundes in discharge of her marriage porcion & the ffyftie poundes Residewe thereof vpon her Surrendring of or gyving of such sufficient securitie as the overseers of this my Will shall like of to Surrender or graunte All her estate & Right that shall discend or come vnto her after my deceas or that she nowe hath of in or to one Copiehold tenemente with thappurtenaunces lyeing & being in Stratford vpon Avon aforesaied in the saied countie of warrwick being parcell or holden of the mannor of Rowington vnto my Daughter Susanna Hall & her heires for ever [italics are the editor's]."

The actual phrasing of the September 28, 1602, copyhold reads: "to the behoof and use of William Shakespeare and his heirs forever according to the custom of the manor aforesaid." The Rowington Manor local custom in copyhold inheritance was "oldest son" first, and, in default of such an oldest son, the "oldest daughter." A Survey of Rowington Manor (MS at Carlton Ride; see Halliwell-Phillipps' Life of William Shakespeare, p. 201) reads: "By the custeme thereof the eldest sonne is to inherite and for default of yssue male the eldest

daughter" [italics are the editor's]. The 1602 copyhold property, however, was not in the Manor of Rowington but rather in the Borough of Stratford. If the actual Rowington Manor local custom applied to a holding beyond its jurisdiction, then the provision in Shakespeare's will proffering Judith £50 to surrender her right in the Rowington copyhold in Stratford to her sister Susanna was quite superfluous.

Francis Collins, a prominent lawyer of Warwick and a trusted consultant of the Combes family, who supervised the drawing up of the will, would know local practice and local custom with respect to copyhold. Moreover, a study of Shakespeare's legal documents prompts the suggestion that he was himself rather insistent on legal accuracy and legal certainty in his transactions. No contemporary evidence is known which shows what the local custom in copyhold inheritance in Stratford was, and a point in English law always has been that the local custom of one locality is not, when actually different, applicable to another and removed locality. Certainly Shakespeare's will does not observe the Manor of Rowington local custom, and its specific declaration on this point rather emphasizes the idea that Stratford's local custom in respect to copyhold inheritance was not that of the Manor of Rowington (see Elton, op. cit., p. 131).

According to Shakespeare's will, not the eldest daughter (in default of an eldest son: Shakespeare's only son Hamnet had died in 1596) alone inherited the copyhold of Rowington Manor: obviously this particular property was inherited jointly by Shakespeare's two surviving daughters. In order for the younger one, Judith, to surrender her inherited right in it to the older sister, Susanna, she, Judith, would have to appear in the Court of the Manor of Rowington and proffer the surrender of her right to the Lord of that Manor, just as Walter Getley, through his attorney, did when he surrendered the whole of the copyhold to the lord thereof "to the behoof and use of William Shakespeare and his heirs forever." There is no evidence to support Halliwell-Phillipps'

statement (Outlines, I, 205): "At a later period he was admitted to the copyhold, and then he surrendered it to the use of himself for life with a remainder to his two daughters in fee," a statement accepted by Lee (Life, 1915, p. 319).

When and how this tenure passed out of Susanna's possession is not known. Commonly a copyhold tenure was for "time of life" of the vendee and his immediate heirs. If this was the local custom—the copyhold in this instance does not contain the phrase "time of life"—then the copyhold, on Susanna's death in 1649² reverted to the Lord of the Manor, assuming, of course, that she had not alienated it in the interim.

The motives prompting Shakespeare's purchase of this copyhold across the street opposite the lower end of his New Place can be a subject only of conjecture. One scholar has said for an investment, but this is exceedingly doubtful; another says as a place for his servants. Servants commonly had quarters directly in the house unless it was a large manorhold structure. Stopes (Shakespeare's Industry, p. 267) suggests that he secured it for a residence for one of his brothers or perhaps as a safeguard against unpleasant or untidy neighbors. Its nearness to New Place emphasizes, as do virtually all others of Shakespeare's purchases, all but one being in or near Stratford, the idea that the dramatist considered New Place and Stratford-upon-Avon as his permanent residence and not the metropolis of London.

B. On October 24, 2 James I, 1604, was made an entry which refers directly to Shakespeare's ownership of this property, in the Exchequer Special Commissions, 4661, at present in the Public Record Office, from the Survey of Rowington Manor. The rent is here given as "ij" vj⁴" (about \$5.00), whereas in 1606 (see C, below) it is given as "ij". In 1555 the rent was "ij"; but it is "ij" vi⁴" in various other documents after 1582. To the customary Rowington rents in 1604, those of Stratford are added: there are only two, here provided as Document 168.

² It is not listed in her Indenture of May 27, 1639; see Document 113, in Volume I, p. 240.

C. An entry August 1, 4 James I, 1606, from the Survey of Rowington Manor is in the auditor's Land Revenue Rentals and Surveys, ccxxviii, folios 149-208, in the Public Record Office. The entry (Document 169) makes it clear that William Shakespeare was the customary copyhold tenant of this property at a rental of "ijs" a year.

D. An April 18, 1617, entry from the Estreats (= extract; a copy of an item in a Roll sent to the proper authority to enforce) of the Court Rolls of the Manor of Rowington, Warwickshire, in the Land Revenue Records, Bundle 50, No. 720, Public Record Office, relates to the subsequent occupation of the Stratford copyhold (see Stopes, Shakespeare's Industry, p. 269). Since this document has to do with the Rolls of the Manor of Rowington, it can scarcely have application, as has been suggested, to New Place, which was not in the Manor of Rowington and which was a freehold in fee simple acquired (1597) by a fine. Accordingly, this entry, here given as Document 170, is the legal permission of the Court of the Manor of Rowington, to John Hall and his wife Susanna, to hold the cottage (Getley purchase) in Chapel Lane; since the purchase had been by copyhold executed in court, the "Fyne of admyttance" would have to be executed in the same court. This entry, too, shows that, according to the provision of Shakespeare's will (1616), Judith Quiney peacefully accepted her £50 in lieu of her half-share in the Getley property.

Further records show tenure by the Halls until 1638, though John Hall had died in 1635. The May 27, 1639, indenture (see Document 113, Volume I) by Susanna Hall, Elizabeth Nash, and Thomas Nash does not include this copyhold; nor do the subsequent documents dealing with the Shakespeare inheritance entail mention it.

It is worth noting that the fee for "admyttance" for husband and wife is "ij' vjd." The Rolls for the Manor of Rowington show that the fee for a widow's retention of her husband's copyhold tenure for her life was one penny.

The phrase in this "Fyne of admyt-

tance," "Wm Shakespere gen late father of the said Susan," should remove definitely the intimation that the William Shakespeare who purchased the copyhold property in Chapel Lane was another William Shakespeare contempoThe Statutes at Large (several good editions)
THOMAS LITTLETON, Tenores Novelli, 1481
(ninety reprints to Wambaugh's edition of
1903); the standard work
[ROBERT REDMAN], The Maner of Kepynge
of a Courte Baron and a Lete (ca. 1535,

[DOCUMENT 168]

[ENTRY IN SURVEY OF ROWINGTON RELATING TO SHAKESPEARE'S STRATFORD COPYHOLD, 1604]

In Stratforde parcell of the Manor there Stephen Burman holdeth by Coppie of Court Roll one messuage and one orcharde half an acre and payeth rent yeerely ij^s

William Shakespeare lykewise holdeth one cottage and one garden by estimation a quarter of one acre and payeth rent yeerely ijs vid

[DOCUMENT 169]

[AUDITOR'S RECORD SHOWING SHAKESPEARE AS A STRATFORD COPYHOLD TENANT, 1606]

Tenen[tes] Custum[arii]

Stratford super Avon Willielmus Shakespere tenet
per cop[iam] [datam]—anno
—[videlicet]
Dom[um] mans[ionalem]
Redd[endo] per annum
Habend[um]

ij.s.
fin[is]
her[iettum]
ann[ualis] val[or]
dimitt[enda]

[DOCUMENT 170]

[ROWINGTON MANOR COURT ROLL ENTRY OF PERMISSION GRANTED TO THE HALLS TO HOLD THE STRATFORD COPYHOLD, 1617]

Item of John Haule gen and Susan his wief for the Fyne of admyttance* of the said Susan vnto one cottage in Stratford after the decease of Wm Shakespere gen late father of the said Susan ij⁵ vj^d

* Italics are the editor's.

rary with the poet who was known to have been in Stratford after Shakespeare's death.

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LXV

THE SECOND CONVEYANCE OF NEW PLACE TO WILLIAM SHAKESPEARE, 1602

WURING Michaelmas Term¹ of 1602, a second fine, exe-R cuted by Hercules Underhill, heir of William Underhill, conveyed New Place to William Shakespeare. It is obvious that this foot of fine is an actual court record of an imaginary and fictitious suit. Here in the Queen's Court, in the presence of Edward Anderson, Thomas Walmysley, George Kingermyll, and Peter Warburton, justices, and others who were loyal subjects to Her Majesty, William Shakespeare plaintiff brought a fictitious and imaginary suit against Hercules Underhill, concerning a given property. It was a final concord (finalis concordia) providing as follows: (1) Hercules Underhill recognized the aforesaid property to be rightfully owned by William Shakespeare, and that (2) William Shake-

¹ See footnote 3, in Volume I, p. 112.

speare owns or holds it as a gift from Hercules Underhill; (3) Hercules Underhill remised and quitclaimed it for himself and for his heirs to William Shakespeare and his heirs forever; (4) Hercules Underhill guaranteed it to William Shakespeare and his heirs against Hercules Underhill and his heirs; (5) for this recognition, remission, etc., William Shakespeare has paid Hercules Underhill £60 (\$2,400). The fine and a translation of it are here provided as Document 171. The transcript is directly from the Folger copies; the abbreviated Latin legal forms are here spelled out in full with the added spellings enclosed in brackets.

The two biparts of this tripartite fine are in the Folger Shakespeare Library, Washington, D.C., and the third part, the "foot" of fine, or copy, retained in the court as the official record of the

transaction, is in the Public Record Office, London. The Folger manuscripts (about 15 by 4 inches) are of parchment and in an excellent state of preservation. The two copies, one for the vendor and the other for the vendee, are separate, though they are kept mounted together under glass in a wooden frame. The indenture line (the wavy line cut made to separate the different copies of the same legal document) of the one fits exactly into the indenture line of the other; and the indenture line of the "foot" copy in the Public Record Office fits exactly (as full-sized photographs of the three parts demonstrate when placed in proper position to each other) into the indenture line of the vendor's and vendee's parts in the Folger collection. It will be noted that this fine, in keeping with legal practice of the day, has no punctuation marks whatever. The vendor's

GENEALOGY OF THE UNDERHILL FAMILY William Underhill === (?) m. 1423 William of Wolverhampton, 🖘 Daughter of Stanley of Bromwick, County Stafford County Stafford (1) Daughter of == John of Wolverhampton - , : (2) Agnes, daughter 1509 acquired Nether and heir of ... Sladet Thomas Porter of Eatington in Warwickshire; d. ca. 1507 Lower Estington Edward of William of Thomas = Ann, daughter of Robert Winter Robert (?) Margaret, daughter of Shortake (?) Eatington, ... Middlemore of Throgof Hudington, County Worcester, morton, County Warwick who settled at Heningham, and County Warwick; 1534 served in the French wars d. 1546 : William --- (2) Widow of Robert (?) Edward Elizabeth, daughter (1) Ursula, daughter - Joan, Thomas of the Inner Temple and of of Honing ham: 1539 (mentioned in of John Congreve of John Conlohn din. Neuport Fuller's of Stretton, greve of 1538; d. 1603 Stretton. Newbold of Hosinga penson; Ther. Worthies of "ihe hasl'er-England) of County Reuel. ham, only gentleman; b. 1523; 1564 sister of Sir Stafford: gospeller" Estington, cener d. May 13, 1561 Aug. 4, 1553, sent County Christopher n! Warwick; aided in Hatton, Lond. 1603 a suit er. later Lord to the dan William Chancellor: Tower: Bott of New d. 1569 24 31 55-Place; Irased and 1567 took outh bought of alle-New Place giance to Mary from William Bott; d. Seven daughters (!) Mar. 31, 1570 (Lady Jane Grey stood godmother to one of them) Thirteen sons; Anthony (?) Six daughters; William of Idlicote, Dorothy (?) Margaret (?) Elizabeth (?) Ann (?) Mary : County Warwick; b. 1555; 1571, became Jane d. 1586; Anne of Eatd. July 17, 1587 married Ferdinand ington Poulton, the d. 1590 ward of Sir eminent jurist buried Christopher Hatton: at Idli-1579, imprisoned as a cote suspected recusant: 1587, escheater for Warwick and Leicester; 1597, Easter Term, sold New Place to William Shakespeare; d. 1597 July 7; buried July 13, at Idlicote (Sir) Hercules = Bridget William = (?)Dorothy Fulke, Elizabeth Valentine (dav.) baptized Ъ. 1581; 1602, Carleton. b. 1587 b. 1579 d. 1585 b. 1596 Jan. 28, 1578; sister transferred father New Place (Sir) William = Alice, daughter of to William Dudley bequeathed Sir Thomas Lucy III all his lands of Charlecote Shakespeare; Carleton 1619, knighted; 1625, High Sheriff to him; d. May Alice 1598, at Mary Hercules = Lucy Sarah, daughter of Thomas Compton Warwick, of Warwickshire: of Idli-William Swift of still a minor: d. 1657; no chilcote Worcester buried at dren; made his

Idlicote

nephew William

his heir

[†] Died without issue.

- Wellen are of

[Document 171]

Facsimile of vendor's and vendee's parts of fine by which Hercules Underhill made conveyance of New Place to William Shakespeare, 1602.

Facsimile of the foot of fine by which Hercules Underhill made conveyance of New Place to William Shakespeare, 1602. This is the actual "foot," the third copy, now in the Public Record Office, London [Document 171]

and vendee's copies were found in 1886 among the papers of the Severn family of Wallop, Shropshire (see Athenaeum, February 13 and March 20, 1886). It will be noted, by contrasting this fine for New Place with that of 1597 (see Volume I, p. 237), that the contents of the two are slightly different. To the "vno messuagio duobus horreis & duobus gardinis" of 1597, the 1602 document adds "duobus pomarijs" (two orchards). This is not to be understood as actually having added two orchards to the original property of 1597; rather, it is a more complete description of the property.

There was, perhaps, actual legal necessity for a second fine for New Place, if with definite legal certainty Shakespeare was to own in fee the New Place he had purchased in 1507. Theoretically at least, all land was held as of a lord. If there was no legal heir, tenancy reverted to the lord or to the manor. If the tenant committed a felony, by default (because of the crime) tenure reverted to the lord. (For a treatment of this point, see William Searle Holdsworth's An Historical Introduction to the Land Law, 1927, pp. 33-34.) In 1597, only a few months after he had conveyed New Place to William Shakespeare, William Underhill suddenly died (July 7, 1597) of poison at Fillongley near Coventry. The next year, Fulke, the eldest son and the duly constituted heir, died a minor (he was legally incapacitated to convey property) at Warwick. After his death it was proved, or at least discovered, that he was the one who had murdered his own father: as eldest son and legal heir he had committed a felony. The family estates were thus in jeopardy of forfeiture to the state; but they were suffered to pass to "the felon's" next

²In 1602 the Court of the Exchequer appointed a Commission who were instructed "to obtain an account of the possessions of Fulke Underhill of Fillongley, Co. Warwick, felon, who had taken the life of his father William Underhill, by poison." Although no documentary evidence supports the conjecture, it has been suggested that the prominence of the Underhill family may have played an important part in the permission to retain the family estates in spite of felony. William, of the Inner Temple, in particular, was a very wealthy and much beloved man in Stratford, though his far less successful son William (the man poisoned) had an unsavory reputation as a "subtle, covetous and crafty man." The

brother, Hercules, who, on coming of legal age in May 1602, promptly executed the new fine for the legal security of William Shakespeare in his possession of New Place. Under the fine of 1597 Shakespeare had warranty from the heirs of William Underhill only; Fulke the oldest son was the legal heir

pass to the felon's brother Hercules, the legal move to get proper legal possession of New Place would have been to levy a new fine from the new owner of New Place. Halliwell-Phillipps' Outlines (11th ed., II, 104) is incomplete and indefinite as to the correct explanation of the second (1602) fine; it was, in

[DOCUMENT 171]

[FINE BY WHICH HERCULES UNDERHILL CONVEYED NEW PLACE TO WILLIAM SHAKESPEARE, 1602]

Haec est finalis concordia f[ac]ta in cur[ia] d[omi]næ Reginæ apud Westm[insterem] A die sa[ncti] mich[ael]is in vnu[m] mensem Anno regnor[um] Elizabeth[ae] dei gra[tia] Angli[æ] ffranc[iæ] & Hib[er]niæ Reginae fidei defens[or] &c A conqu[estu] quadragesimo quarto coram Edo[uarduo] Anderson Thomas Walmysley Georgio Kingermyll & petro Warburton Justic[iis] & alijs d[omi]næ Reginæ fidelib[us] tunc ibi p[rae]sentibu[us] Int[er] Will[ielmu]m Shakespeare gen[er]osum quaer[entem] et herculem Underhill gen[er]osum deforc[iantem] de vno mesuagio duob[us] horreis duob[us] gardinis & duob[us] pomarijs cum p[er]t[i]n[enciis] in Stretford sup[er] Avon vnde pl[ac]it[u]m conuenc[ion]is sum[monitum] fuit inter eos in eadem Cur[ia] Scil[ice]t q[uo]d p[rae]d[i]c[t]us hercules recogn[ovit] p[rae]d[ict]um ten[ementum] cum p[er]t[i]n[enciis] esse jus ipsius Willi[elmi] et illa que idem Will[ielmu]s h[ab]et de dono p[rae]d[i]ct[i] herculis et illa remisit & quietclam[avit] de se & hered[ibus] suis p[rae]d[i]c[t]o Will[ielm]o & hered[ibus] suis Imp[er]p[etuu]m et p[rae]ter[ea] idem hercules concessit pro se & heredi[bus] suis q[uo]d ipsi Warant[izabant] p[rae]d[i]c[t]o Will[ielm]o & hered[ibus] suis p[rae]d[i]c[t]a ten[ementa] cum p[er]tin[enciis] cont[ra] prae[di]c[tu]m herculem & hered[es] suos Imp[er]p[etuu]m et p[ro] hac recogn[icione] remissione quiet[a]clam[ancia] Warant[ia] fine & concordia idem Will[ielmu]s dedit p[rae]d[i]c[t]o herculi sexaginta libras sterlingor[um]

[Concluded on p. 356]

en tail and not Hercules the second son. When, on Fulke's default (because of felony), the property was permitted to

Underhill family owned manors at Idlicote, Loxley, and Barton-on-the-Heath, possessed New Place, and had property at Meriden, Haselor, Drayton, Easinghall, Hardwick, and Hallington. The 1569 Stratford-upon-Avon Chamberlain's Accounts contain the entry, "Item payd for A Dyner for mr Vndrell at the Swanne xvij* iiijd"; no doubt this was in compliment to William Underhill of the Inner Temple after some legal activity by which the Corporation was served or else it was a compliment on the eve of his retirement, for he died March 31, 1570, following.

part, through the industry of Mrs. C. C. Stopes (see her Shakespeare's Warwickshire Contemporaries, 1907, pp. 231 ff.) that some of these strange facts were first presented to Shakespearean scholars. She reiterated them in her Shakespeare's Industry (1916, p. 260). The price given in each of the fines (1597 and 1602) is £60 (\$2,400); that is, the second fine repeats the phrasing of the first one. Such repetition was conventional and customary in legal documents. It is not to be

understood that Shakespeare paid £60 twice for the same property, as Fripp's (Shakespeare's Stratford, 1928, p. 44) "Shakespeare paid a high price, altogether £120 for the property" implies.

Queen Mary (Camden Society, Vol. XLVIII, 1850, edited by John Nichols); F. A. Inderwick, A Calendar of the Inner Temple Records (3 vols., 1896-1901); epitaphs at Idlicote, Nether Eat-

[The English translation of the legal Latin is as follows]:

This is the final agreement made in the court of her majesty the Queen at Westminster On the day of Saint Michael in one month in the [forty-fourth] Year of the reign of Elizabeth by the grace of God Queen of England France & Ireland defendor of the faith & From the Conquest forty-four in the presence of Edward Anderson Thomas Walmysley George Kingermyll & Peter Warburton Justices & others loyal to her majesty the Queen then present there Between William Shakespeare gentleman complaining [plaintiff] and Hercules Underhill gentleman deforcing [defendant] concerning one messuage two barns two gardens & two orchards with appurtenances in Stratfordupon-Avon from which place [whence] a plea of agreement had been summoned between them in the same Court To wit that the aforesaid Hercules recognized the aforesaid tenement with appurtenances to be the right [owned] of William himself and those which the same William holds by gift of aforesaid Hercules and he [the latter] hath remised & quitclaimed for himself & his heirs to the aforesaid William & his heirs forever and besides the same Hercules has conceded for himself & his heirs that they themselves Warranted to the aforesaid William & his heirs the aforesaid tenements with appurtenances against the aforesaid Hercules & his heirs forever and for this recognition remission quitclaim Warranty fine & agreement the same William has given to the aforesaid Hercules sixty pounds sterling.

It will be noted that, whereas the 1597 fine for New Place does not identify William Shakespeare as "generosum," this 1602 legal instrument very specifically reads "Willielmum Shakespeare generosum." This is the first document so to designate the dramatist; subsequent legal documents frequently identify him as "William Shakespeare of Stratford-on-Avon, gent."

A genealogy of the Underhill family, since so very little has been written concerning them, will be useful in the study of the second (1602) fine levied on New Place by Hercules Underhill to William Shakespeare. From the following sources a corrected pedigree is here given: Dugdale's The Antiquities of Warwickshire (1655, p. 524); Chronicle of Queen Jane and of Two Years of

ington, and Warwick; Mrs. C. C. Stopes, Shakespeare's Warwickshire Contemporaries (1907, pp. 226-33); William Underhill, "The Underhills of New Place" (in 8 Notes and Queries, V, 478).

Just as no student of Shakespeare's plays can progress far in his endeavors without becoming aware of the dramatist's profound insight into human impulse and into human conduct, so no scholar can critically examine the legal documents in the poet's biographical materials without sensing that William Shakespeare was an astute business man. Not only, as his plays exemplify, he had personal knowledge of English law and of legal procedure in the courts, but he did not hesitate to have recourse to legal action when conditions prompted him

to do so. In particular he seems to have been concerned with the certain and legal title to his properties. This was the motive that prompted him to secure from Hercules Underhill a second foot of fine for his own New Place, the property which he had purchased in 1597; and now, in 1602, he had a second legal instrument executed in his favor to remove forever any possible legal impediment to his certain ownership of his home. Another example is in point: in 1611, William Shakespeare instituted suits (see chapter lxxxiv, page 417) relative to the Stratford Tithes, which he had purchased in 1605, to settle once and for always to just what degree of responsibility each subowner of Tithes was obligated to the poet in the payment of his part of the Tithes. John Shakespeare, the dramatist's father, was again and again involved in legal action: frequently he was the defendant; quite as often he was the plaintiff. William Shakespeare, like his parent, was similarly involved at times.

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LXVI

EARLY QUARTOS OF HAMLET, 1603, 1604

HERE appeared in May 1603
a highly corrupt edition of
Shakespeare's Hamlet. In
1604, apparently to supplant
this mangled text, a second quarto was
published; but its text also is not entirely satisfactory. The title page of
the 1603 quarto is here provided as
Document 172. The text is strangely
garbled and greatly abbreviated, being
only about half as long as that of the
1604 quarto. It is in signatures A², B-1⁴,
a total of thirty-five unpaged leaves, the

ous ill-printed Elizabethan title pages, is the fact that, on this 1603 quarto "By William Shake-speare" is set up almost wholly to the right of the center of the title page. By contrast, on the 1604 title page, "By William Shakespeare" is well centered on the page. Anyone to whom original copies or facsimiles may not be available will find acceptable facsimiles of the 1603 and the 1604 title pages in Pollard's Shakespeare Folios and Quartos (1909) and in J. O. Halliwell-Phillipps' Outlines (I, 206, 207).

[DOCUMENT 172]

[TITLE PAGE OF THE FIRST QUARTO OF HAMLET, 1603]

THE / Tragicall Historic of / HAMLET / Prince of Denmarke / By William Shake-speare. / As it hath beene diverse times acted by his Highnesse ser- / uants in the Cittie of London: as also in the two V- / niversities of Cambridge and Oxford, and elsewhere / [Nicholas Linge's printer's device]* / At London printed for N[icholas] L[inge] and Iohn Trundell. / 1603.

R. B. McKerrow, Printers' and Publishers' Devices, 1913, No. 301.

first of which appears to have been blank. Only two copies are known: one in the British Museum (Halliwell copy), and one in the Huntington Library (Devonshire copy). Neither copy is perfect: the British Museum copy lacks the title page, is interleaved, and has J. O. Halliwell-Phillipps' manuscript notes and printed extracts from subsequent editions; the Huntington copy lacks the last leaf (I') but otherwise is virtually intact, including its title page. As a generous contribution to bibliography the Huntington Library in 1931 through the Harvard University Press issued a composite facsimile of the Huntington and the British Museum copies. The details here given are direct from these copies.

Rather unusual, even for the numer-

The publishers of this quarto were John Trundell and Nicholas Linge, for the name of the former and the initials and printer's device of the latter appear on the title page. It had been supposed that the printer of Quarto 1 was James Roberts, who had entered the play in the Stationers' Register in 1602; but A. W. Pollard (Shakespeare Folios and Quartos, pp. 74-75) has shown otherwise. He demonstrated that the headpiece at the beginning of the text and its two capital A's were the property of Valentine

Probably in all Shakespearean romance, research, scholarship, and bibliography, no original publication, the First Folio excepted, is of such importance as are the first (1603) and the sec-

ond (1604) quartos of Hamlet. Down to 1823 the earliest and only known quarto of Hamlet was that of 1604. Sir Henry Bunbury then found the now famed Devonshire-Huntington Library 1603 quarto: his Correspondence of Sir Thomas Hanmer (London, 1838, p. 80) gives the account:

[The only copy of the First Quarto] known to be in existence, was found by me in a closet at Barton, 1823. This curiosity (for a great curiosity it is, independently of its being an unique copy) is now in the possession of the Duke of Devonshire; it probably was picked up by my grandfather, Sir William Bunbury, who was an ardent collector of old dramas. For the satisfaction of bibliographers, I take this opportunity of recording the particulars of the little volume, which contained this Hamlet of 1603. It was a small quarto, barbarously cropped, and very ill-bound; its contents were as follows:-Merchant of Venice, 1600, complete; Merry Wives of Windsor, 1602, do.; Much Ado About Nothing, 1600, do.; Midsummer-Night's Dream, 1600, do.; Troilus and Cressida (wanting the title-page); Romeo and Juliet, 1599, complete; Hamlet, 1603 (wanting the last page); Second Part of Henry the Fourth, 1600, complete; First Part of do., 1598, do.; Henry the Fifth, 1602, do.; Richard the Third, 1602, do.; Two Noble Kinsmen, 1634, with MS corrections of the text. I exchanged the volume with Messrs. Payne and Foss, for books to the value of £180, and they sold it for £230 to the Duke of Devonshire.

Nearly twenty years later, Henry Foss stated in a communication to *The Athenaeum* (October 18, 1856, p. 1277) that the sale to the Duke of Devonshire took place in 1825. Subsequently the *Hamlet* was removed from the original volume containing the twelve rare quartos, and its leaves were inlaid and rebound in one of the other volumes of the Devonshire collection. In 1914 Henry E. Hunting-

ton acquired the Devonshire Hamlet 1603 quarto with the rare Kemble-Devonshire collection of plays. In 1918 this 1603 Hamlet was bound separately. "At the time the leaves were inlaid, the running titles of many verso pages were partially covered," writes C. K. Edmonds, English bibliographer at the Huntington Library, "and it is still possible in many cases to decipher the covered, inlaid titles of the original, even though the pages were barbarously cropped'." The Huntington Library copy of this 1603 Hamlet (leaf B' is representative) is 4% by 611/16 inches, inlaid to 61/2 by 81/2 inches.

More than thirty years later, a second copy of this 1603 quarto of Hamlet was found. An unnamed Nottingham youth, then a student in Trinity College, Dublin, who had some old books for sale, entered the old bookshop of M. W. Rooney, a Dublin bookseller. Among these old books was an unbound copy of the 1603 quarto of *Hamlet*, imperfect also in that the title page was missing. But, most fortunately, the priceless last leaf, It, was not missing. Rooney secured the copy for a single shilling. He reprinted the new-found last leaf, and then disposed of the original for £70, to Boone, a bookseller in London. From Boone, for £120, J. O. Halliwell-Phillips purchased it and in turn, for an unnamed increased sum, transferred it to its present permanent repository, the British Museum. Rooney was in error when he declared that N. L., the initials of the publisher's name, were those of Nicholas Landure (rather than Nicholas Linge, a well-known London publisher), whose name does not appear anywhere in the Register of the Stationers' Company (see Edward Arber's Transcript, 5 vols., 1875-94).

A good quarto of *Hamlet*, perhaps intended to pre-empt the very defective 1603 quarto, was published in 1604. Its title page is here given as Document 173.

This second and "good" quarto² is in signatures, thus: one leaf on which was the title page + B-N⁴ + O² (the latter erroneously marked G²) in a total of fifty-one unpaged leaves. Not all the printed sheets, it seems, were bound up at one and the same time; for some title pages bear the date 1604, others 1605. Of these the first issue, dated 1604, had the title page as given in Document 173:

Linge) who had issued the mangled 1603 Quarto 1 has never been satisfactorily explained. Except for a comma after "Hamlet," a period after "Denmarke," a different "T" in the initial "The," and an unhyphenated spelling of "Shakespeare," all on the 1604 title page, the two title pages are virtually alike in content and arrangement, though not so in font.

[DOCUMENT 173]

[TITLE PAGE OF THE SECOND QUARTO OF HAMLET, 1604]

THE / Tragicall Historie of / HAMLET, / Prince of Denmarke. / By William Shake speare. / Newly imprinted and enlarged to almost as much / againe as it was, according to the true and perfect / Coppie. / [Nicholas Linge's printer's device]* / AT LONDON, / Printed by I. R. for N. L. and are to be sold at his / shoppe vnder Saint Dunstons Church in / Fleetstreet. 1604.

* McKerrow, op. cit.

only three copies are known, all of which are in the United States—one at Yale, one at Huntington Library (Devonshire copy), and one at the Folger Shakespeare Library. The remaining unused printed sheets were issued in 1605, with few changes except for 1605 instead of 1604 at the bottom of the title page; only three copies are known, all of which are in England—one in the British Museum (lacks the last leaf); one at Trinity College (Cambridge); and the third Lord Grimston's copy. The Furness Variorum edition shows that there are a few variations in the texts of the extant copies; but J. O. Halliwell-Phillipps issued in 1860 facsimiles to show that, despite the few variations, the copies are virtually identical. J. D. Wilson (The Manuscript of Shakespeare's "Hamlet," 1934, pp. 123-24) shows that there is no uniformity in the corrections made in the 1605 copies.

The title page of the 1604 Hamlet suggests that there was a definite motive for printing this quarto. And yet the fact that the 1604 Quarto 2 was published by the same person (Nicholas

Following this part of the setup, the 1604 title page makes very definite claims for the volume: (1) the play was "Newly imprinted"; (2) it was "enlarged to almost as much againe as it was"; (3) it was "according to the true and perfect Coppie." The sadly mangled 1603 Quarto 1, perhaps printed from a "stolne and surreptitious" copy, seems to have been the thing which provoked a "new," "enlarged," and "perfect" 1604 Quarto 2. And yet, let it be repeated, both were issued by the same publisher. Of the 1603 volume Valentine Simmes was printer and John Trundell (who must have been disliked by playwrights and actors, for he is satirized by several contemporary plays) and Nicholas Linge were the publishers. Of the 1604 volume James Roberts was the printer (also the friend and printer of playbills for the Chamberlain's Men) and Nicholas Linge was the publisher. Whether or not it was the initiative of William Shakespeare, of the Chamberlain's Men (now in 1603 the King's Men), or of Nicholas Linge himself that prompted the issuing of a "perfect" copy

¹ In 1825 William Nicol issued a careful and accurate limited edition of this Hamlet, minus, of course, its missing last page. It was subsequently printed by J. P. Collier in 1858, by Samuel Timmins in his parallel text issued in 1860, by E. W. Ashbee in 1866, and by the Huntington Library through the Harvard University Press in 1931.

²A. W. Pollard, Shakespeare Folios and Quartos, uses "good" and "bad" in relation to Shakespearean quartos,

⁸ See Adams' Life of William Shakespeare, p. 309 n., for suggestions, and Parrott and Craig's The Tragicall Historie of Hamlet, 1938, pp. 21-24.

(1604) to replace the garbled (1603) copy, there is no evidence pro or con. Certainly, since Nicholas Linge was the publisher of both the "jud" and the 'good" quartos, it is reasonable to suggest that either he gave no offense when he published the 1603 garbled Quarto 1 or else that the offense was condoned.

The Register of the Stationers' Company has the two entries relative to Hamles given here as Documents 174 and 175.

mains that this blocking license did not "block" the publishing of the 1603 Quarto 1, though, of course, Nicholas Linge and John Trundell, so far as the Register shows, did not secure a license for their product. Legally the Chamberlain's Men and Shakespeare were helpless. If any punishment was meted out to Linge and his associates in the venture, it was executed by the Stationers' Company of which they were members. This same James Roberts, then, printed

Smethwick. This again suggests that Nicholas Linge, despite his having issued the 1603 quarto, was not wholly persona non grata. Moreover, this entry is not conclusive evidence that John Smethwick issued a Hamlet quarto in 1607, as some bibliographers have taken for granted.

The several quarto editions of *Hamlet* subsequent to those of 1603 and 1604 are now rather definitely determined, though the actual year of an undated issue is not yet certain and two separate bindings of two or three issues are not always clearly identified. From bibliographies by Lee, Pollard, Jaggard, Bartlett, Chambers, and others, and from firsthand examination of originals, the following list has been prepared. It is noteworthy that William Shakespeare appears as the author on every title page of every quarto of Hamlet.

1611 Quarto 3 Printed for John Smethwick. The upper part of the 1604 title page is reprinted verbatim. A quarto text reprint of the 1604 quarto. Of some twenty copies surviving, one copy each is at British Museum, Bodleian, Trinity College (Cambridge), Boston Public Library, and Huntington Library.

[n.d.] Quarto 4 Printed by W. S[tansby] for John Smethwick. The upper part of the title page reads: "Newly Imprinted and inlarged according to the true and perfect Copy Lastly Printed. By William Shakespeare." Bibliographers have dated this undated quarto as early as 1607 and as late as 1630, 1636, or 1637. The Register entry for November 19, 1607, is a transfer of the copyright of Hamlet from Nicholas Linge to "John Smythick": it is not necessarily definite evidence that "John Smythick" actually issued a Hamlet quarto in that year. Of this edition some sixteen copies are known, including one each at the British Museum, Bodleian, New York Public Library, Huntington, and Folger Shakespeare libraries.

It is worthy of note that despite the stage popularity of Hamlet only three or four printings of it appeared during the dramatist's lifetime and before the

[DXXUMENT 174]

[STATIONERS' REGISTER ENTRY RELATING TO HAMLET, 1602]*

[1602] xxvj** Julij

James Robertes

Entred for his Copie under the handes of master Passeild and master waterson warden A booke called 'the Revenge of Hamlett Prince [of] Denmarke' as ys sear latelie Acted by the Lord Chamberleyne his servantes

* Fide and Arten, Transcript, 111, 212.

[DOCUMENT 175]

[STATIONERS' REGISTER ENTRY RELATING TO HAMLET, 1697]*

[1607] 19. Novembris

John Smythick

Entred for his copies vnder th[e h]andes of the wardens, these bookes followinge Whiche dyd belonge to Nicholas Lynge

vjd

[No.] 6 A booke called Hamlett

The July 26, 1602, entry has generally been interpreted as an entry for a "blocking" license in anticipation of the appearance of the 1603 pirated Quarto 1. The entry is in the name of James Roberts, printer of playbills for the Company, which, it is held, induced Roberts to secure a blocking license for them. If this entry actually was a blocking license the phrasing is surprising, for there is here no "to be staied" or other phrase of equal import. The fact reQuarto 2 and Nicholas Linge, who had published the earlier quarto, issued it.

The second Register entry, that for November 19, 1607, shows definitely that at some time between July 26, 1602, and November 19, 1607, James Roberts transferred the copyright of Hamlet to Nicholas Linge, publisher of both quartos. The November 19, 1607, entry definitely transfers copyright from Linge to John

Is this one reason for Quarto 2 being a "good" text?

Arber, Teanscript, III, 365.

First Folio edition of 1623. Perhaps the Chamberlain's Men (after 1603, the King's Men) intentionally saw to it that it was not reprinted frequently.

That the reader may know something of the critical intricacies involved in any analysis of the issues and texts of Hamlet, he must be acquainted with certain details about (1) an earlier and melodramatic Hamlet; (2) the Quarto 1 Hamlet; (3) the Quarto 2 (1604) Hamlet; and (4) the First Folio (1623) Hamlet.

Though neither manuscript nor printed copy of it exists (it appears never to have been printed) a Hamlet surely was acted in London perhaps even before William Shakespeare arrived in that city. (For the still earlier sources of this Hamlet, see Sir Israel Gollancz' The Sources of Hamlet, 1926, the content of which is well summarized, with citations of original texts, in J. Q. Adams' Hamlet, 1929, pp. 335-40.) As early as 1589 a *Hamlet* probably derived from Belleforest's translation was being acted. In Thomas Nashe's "Epistle" to Robert Greene's Menaphon (1589) is the statement: ".... English Seneca read by candle light yeelds manie good sentences, as Bloud is a begger, and so foorth; and if you intreate him faire in a frostie morning, he will affoord you whole *Hamlets*, I should say handfulls of tragical speaches." This sentence shows that it is an attack on "a few of our trivial translators" who, at that time, were imitating the bloody and melodramatic Seneca. The Senecan play of gory revenge, theatrical and moralizing soliloquies, melodramatic episodes, rhetorical and ranting bombast, vengeful ghosts, wholesale and piled-up killings at the end, etc., was the popular type of dramatic entertainment in that decade. Kyd's The Spanish Tragedy (more frequently called *Hieronimo*), ca. 1589, was of the sort; and Shakespeare's Titus Andronicus, 1594, was an imitation of the earlier bloody tales.

In Henslowe's Diary (edited by W.W. Greg, 1904-8, I, 17) is the following entry: "In the name of god Amen begininge at newington [Butts] my Lord Admeralle men & my Lorde chamber-

len men As ffolowethe 1594 ye o of June R' at hamlet viijs."

It is to be noted that Henslowe's Diary does not designate the play as "ne," that is, "new." When Pembroke's Men, having succumbed to the dreadful plague in 1592-1594, went bankrupt in 1594, the Lord Chamberlain's Men may have secured The Taming of a Shrew, Titus Andronicus, and a Hamlet from the defunct company. Chambers (Elizabethan Stage, 1923, II, 128) suggests that the early Hamlet may have passed to the Chamberlain's Men from Lord Strange's Company. We may be certain that Shakespeare's name was not associated with the play before 1598, because Meres (Palladis Tamia) fails to mention it in his famous list of Shakespeare's plays. Shakespeare's reworking of the popular story probably took place between late 1599 and early 1601 (see Parrott and Craig, op. cit., pp. 16-19).

A German manuscript (in the Library at Gotha) of 1710, transcribed from a much earlier one entitled "Tragödie der bestrafte Brudermord: oder Prinz Hamlet aus Dännemark" is now determined by scholars to be a somewhat re-worked acting version by German actors who, shortly after 1589, appropriated an abbreviated acting English version taken to Germany by inferior English strolling actors, who had taken the popular play from London over to Germany and there drawn large crowds. While this German manuscript mangled the English version of the story, the fundamental natures of its characters show that it was not a garbled handling of Shakespeare's Hamlet. J. Q. Adams (Hamlet, 1929, pp. 343-46), following Furness, has clearly demonstrated this. There is no documentary evidence that the 1589 Hamlet was by Thomas Kyd, though its traditional content and treatment savor much of his Hieronimo of about the same period.

The 1603 Quarto 1 of Hamlet, on the other hand, appears to have been corrupted from some version of the play written by the poet. It should be kept in mind that (a) the Hamlet story and

play was a very popular one; (b) perhaps Pembroke's Company, when it became bankrupt in 1593-94, sold the manuscript of Hamlet to the Lord Chamberlain's Men; (c) from 1594 onward, William Shakespeare was the chief playmaker for the Lord Chamberlain's Men; (d) in 1603 a Hamlet play was published with William Shakespeare definitely designated as its author on the title page; and (e) in 1604 a special "enlarged" and "according to the true and perfect Coppie" Quarto 2 was issued seemingly to replace the 1603 Quarto 1. There is a very strong probability that the Lord Chamberlain's Men delegated to Shakespeare the task of revising the popular *Hamlet* which they had purchased, particularly in view of the fact that, by the end of the century and after, revenge plays became even more popular6 than they had been a decade earlier. It may be that Thomas Lodge's reference was, as some scholars have suggested, to a 1596 version by Shakespeare. If not, it may be accepted with a degree of confidence that by 1600 or 1601 Shakespeare had made a version of it sufficiently effective when acted to be coveted by publishers. Anthony Scoloker, writing about this time when Hamlet was being played at the Globe Theater, declared: "Faith it should please all, like Prince Hamlet." And its fame carried it, like Jonson's Volpone, before "the two Vniversities of Cambridge and Oxford, and else-where." This was more than good fortune; it was a signal honor. Gabriel Harvey was then at Cambridge; in his copy of Speght's Chaucer (1598), in the margin, he wrote, seemingly before the 1603 (and before Essex's death in February 1602) Quarto 1 was published, the

^a So marked was the popularity of revenge plays that on the appearance of Shakespeare's Hamlet all sorts of revenge plays appeared on the boards: in 1602 Ben Jonson revised Kyd's bloody Hieronimo and Henry Chettle wrote Hoffman, a Revenge for a Father; in 1604 George Chapman wrote his The Revenge of Bussy D'Ambois as a sequel to Bussy D'Ambois (1603); in 1606 Tourneur wrote The Aetheints Tragedy, or the Honest Man's Revenge as a reply to Shakespeare's Hamlet; and in 1607 an unknown writer produced The Revenger's Tragedy. Shakespeare's own great tragedies aside from Hamlet—Othello, King Lear, etc.—are not wanting in the element of revenge. Shakespeare's dramatic pen was on the pulse of the theater-going public.

Chambers, William Shakespeare, I, 422, opines that this play throws no light upon the early Hamlet.

statement that "the tragedy of Hamlet, Prince of Denmark" had in it "to please the wiser sort."

And two publishers, Nicholas Linge and John Trundell, in some undetermined way, got it and piratically published the highly corrupt May 1603 first quarto. Of Shakespeare's earlier plays which apparently had been stolen and piratically published, the following may be cited: Romeo and Juliet (1597), Love's Labour's Lost (1597), Henry V (1600), and The Merry Wives of Windsor (1602). After a critical re-survey of the direct evidence and of the commentaries of Tanger, Wilson, DeGrott, Van Dam, Pollard, Greg, Chambers, and others, the following assertions relative to the 1603 Hamlet may be ventured: (1) The likelihood is pretty strong that a hireling (or hirelings) in the Chamberlain's Men did the filching of both this Hamlet and the other plays listed above, and it is noteworthy that there are no similar piratical filchings of any of Shakespeare's plays after this 1603 offense. Query: Was the hireling detected and summarily dismissed? (2) The text appears to be a garbled version of an abbreviated promptbook prepared by Shakespeare for use by his company when traveling in the country. (3) It contains but 2,143 lines, in contrast to the 3,719 (1,576 lines more) of the 1604 Quarto 2, which gave the more or less full text of Shakespeare's original version. (4) The text is wretchedly mangled. (5) The earlier half of the text is strikingly much closer to Shakespeare's text of the 1604 Quarto 2 than is the latter part. (6) The text, in phrasing and scenes, is a strange mixture of Shakespeare's Hamlet and of the pre-Shakespearean Hamlet. (7) The hireling appears to have been one who had been entrusted with several minor parts (Marcellus, Lucianus in the "House-Trap," Voltimand, one of the ambassadors from England, an attendant at Ophelia's funeral, the player who brought the recorder to Prince Hamlet, etc.), for what few lines are used by these appear to be well given in this 1603 text. (8) Garblings in diction show that the words were ill remembered or else inaccu-

rately heard: "Plato" for "Plautus," "impudens" for "impotent," "Arganian" for "Hyrcanian," etc. (9) The names of the characters are often quite different from those in Shakespeare's text: Polonius here appears as Corambis, Rosencrantz as Rossencroft, Voltimand as Voltemar, Reynoldo as Montano, and the Player-King and Player-Queen as Duke and Duchess. (10) The sequence of certain scenes is definitely not that of Shakespeare but rather that of the German manuscript play, especially those having to do with the testing of Hamlet's insanity. (11) This 1603 Quarto 1 is definitely not merely Shakespeare's earlier version of his Hamlet. (12) It is not the basis for the 1604 Quarto 2 issued the following year. The best recent résumés of the critical data on the text of this 1603 Quarto 1 are those of E. K. Chambers' William Shakespeare (I, 415-25) and Parrott and Craig's The Tragicall Historie of Hamlet (1938). Quarto 1 of Hamlet is a very complex and difficult textual problem, the solution of which is yet somewhat in the forming. J. Dover Wilson (The Manuscript of Shakespeare's "Hamlet" and the Problem of Its Transmission [1934], 2 vols.) seeks to determine the text of Hamlet as Shakespeare actually wrote it.

The 1604 Quarto 2 is a far less difficult problem. In every detail it is superior to the 1603 Quarto 1. Even though the playbill printer to the Chamberlain's Men, James Roberts, supposedly anticipated the piratical publishing of the 1603 Hamlet by securing in advance, on July 26, 1602, a Stationers' Company "blocking" license for "A booke called 'the Revenge [note the emphasis here on the revenge element] of Hamlett Prince [of] Denmarke' as yt was latelie Acted by the Lord Chamberleyne his servantes," there was no recourse for them, at law, against Nicholas Linge and John Trundell. The Register entry would suggest that a corrected and revised edition was under way, or at least contemplated, by Shakespeare and the Chamberlain's Men; but the death of Queen Elizabeth, the arrival of the new King James I in London on May 7, 1603, the excitement and readjustments inci-

dent thereto, and the outbreak of the dreaded plague which on May 26 closed all London theaters for a period of more than six months sent the Chamberlain's Men—now the King's Men by a special 1603 royal patent—out into the country for a livelihood. Not before late in 1604 did their own authorized and approved manuscript of Hamlet appear in printed form. Of this 1604 Quarto 2, the following comments may be ventured with a degree of certainty: (1) The text is of more than common accuracy and quality, perhaps because the Company's own playbill printer, James Roberts, printed it. (2) The text is that of the theater promptbook (though Chambers holds not so), Shakespeare's text plus the prompter's stage directions, etc. (3) There is evidence of a few but not of many alterations from the theater promptbook. (4) The characters' names are the ones familiar to every modern reader of *Hamlet*: Polonius, Montano, Gertrude, Guildenstern, etc. (5) The long attack on Ben Jonson and the children of the Blackfriars is deleted; for the "War of the Theatres" had abated and at that very time the King's Men were producing Jonson's Sejanus at the Globe. (6) The title page definitely asserts that the play was written "By William Shakespeare," that it was "Newly imprinted and enlarged to almost as much againe as it was," and that it was "according to the true and perfect Coppie." (7) The text has 3,719 lines, making it Shakespeare's longest play. (8) Quarto 2 is substantially Shakespeare's original text of the play Hamlet.

The First Folio (1623) text is best considered by comparison and contrast with that of Quarto 2: (1) Of the 3,719 lines in Quarto 2, 218 lines are not in the First Folio. (2) The First Folio has 86 lines not in Quarto 2. (3) By contrast the 1603 mangled Quarto 1 has but 2,143 lines or 1,576 lines fewer than the 1604 Quarto 2. (4) Yet the text of Quarto 2 differs in many minutiae from that of the First Folio. (5) Scholars are somewhat agreed that the two texts, while similar, actually are independently based on some common text—no doubt the actor's promptbook. (6) The text of the

First Folio is not a reprint of that of Quarto 2. (7) The text of Quarto 2 is somewhat superior to that of the First Folio. (8) Both the Quarto 2 and the First Folio texts are authoritative in their individual ways.

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LXVII

THE ROYAL PATENT WHEREBY THE LORD CHAMBERLAIN'S MEN BECAME THE KING'S MEN, 1603

occuments are in existence relating to the transfer of the company of actors to which Shakespeare belonged from the Lord Chamberlain to King James himself in 1603. There are two of these, which will be dealt with in order.

A. In the Public Record Office is a Royal Warrant for a Patent, endorsed "The Players Privilege" and dated May 17, 1603, which was James I's official instructions to his Keeper of the Privy Seal to execute and issue to "the King's Men" a patent (for acting plays). The Keeper of the Privy Seal pro tem was Lord Cecil of Esingdon. This royal warrant is a manuscript approximately 41/2 inches wide and 16% inches long, written in a beautiful professional-secretary hand, lengthwise of the membrane. The document is in excellent condition. Halliwell-Phillipps' Outlines (II, 82-83) has a transcript; and a free transcript is in Tucker Brooke's Shakespeare of Stratford (pp. 45-47). The transcript here given as Document 176 is from the original and from a full-sized photograph of

the royal warrant for the patent. A facsimile is reproduced. Here the abbreviated words are spelled out in full, the necessary added letters being enclosed in brackets. There is but little punctuation in the original.

It is significant that one of James I's very first official acts was to elevate the Lord Chamberlain's Men to be the King's Men. Though Elizabeth died on March 24 and James VI of Scotland at once automatically became James I of England, he did not arrive in London until May 7, 1603; and within ten days, on May 17, he directed that the special patent be executed. The patent is headed: "Commissio specialis,...." Gilbert Dugdale (The Time Triumphant, 1604, Sig. B) speaks of gracious James I's taking "to him the late Lord Chamberlaines servants, now the King's actors."

It will be noted by comparison of this transcript with that of the patent itself (see B, below) that this special warrant directs the Keeper of the Great Seal of England to issue and execute a patent to the King's Men and gives the actual content and phrasing to be employed in the

patent. The patent itself is virtually verbatim the royal warrant. Many Shake-spearean scholars have identified this warrant as the patent, whereas the first is an order for the second. The clarifying of this point justifies the printing here of each document in full.

A topical analysis of this warrant will clarify its content: (1) It is addressed to the Keeper of the Great Seal of England, who is given direction to issue a patent. (2) It is to be addressed to "all Iustices, Maiors, Sheriffes," etc., notifying them that the King has licensed a group of men. (3) The men are Lawrence Fletcher, William Shakespeare, Richard Burbage, and others. (4) These men are to play "Comedies Tragedies Histories & such other like" (the list sounds like the parody in *Hamlet* which was being acted at the time). (5) They are to act when the plague abates-James I could not make his coronation progress until 1604. (6) They are to act at the Globe Theater, in Surrey, and in towns, universities, etc., within the realm. (7) They shall not be hindered in their acting. (8) The King will take

kindly any courtesies shown the King's

This patent gave the King's Men an advantage over other companies and their subsequent history shows that they lived up to their opportunity. A new patent was issued to them in 1619 and another in 1625. Except for changes in the personnel of the actors, there is virtually no change of importance in the 1619 and 1625 patents. The phrase in the 1603 patent, "and alsoe what further favour you shall shewe to theise our Servauntes for our sake wee shall take kindlie at your handes," is a gracious, even if conventional, phrase that must have made the heart of any member of this new dramatic company swell with justifiable pride.

William Shakespeare himself did much to elevate and advance the prestige of the King's Men; but it must not be forgotten that Burbage, too, was a mighty man in the theater. Available records show that between 1603 and 1616, the year of Shakespeare's death, the King's Men were summoned to the Court no fewer than 187 times, and further research may reveal more. No rival dramatic company had such prestige. While much of Shakespeare's own dramatic work had been done already, still, after 1603, in rapid succession, came Othello, King Lear, Macbeth, Timon of Athens, Antony and Cleopatra, Coriolanus as tragedies, and Cymbeline, The Winter's Tale, and The Tempest as very late comedies.

These were not made possible by the great dramatist singlehanded. "The play's the thing"; but before it became effective to the audience in the theater, competent and artistic acting had to be provided. Shakespeare's deserving fellows named in the patent did their part. The list includes: Lawrence Fletcher, William Shakespeare, Richard Burbage, Augustine Phillips, John Heminges, Henry Condell, William Slye, Robert Armin, Richard Cowley, "and the rest of their associates." The only sig-

nificant rival dramatic organization in London in that day was that headed by Henslowe and the great actor Edward Alleyn. They were powerful and were worthy of respect. But Shakespeare's troupe gradually forged far ahead.

B. The actual Letters Patent, dated May 19, 1603 (two days after the warrant ordering it to be executed), by vir-

specialis pro Laurencio Fletcher & Willelmo Shackespeare et aliis." It is here given as Document 177.

Queen Elizabeth's reign, 1558-1603, had now rounded to a close. Her long rule had elevated England, after the defeat of the Spanish Armada in 1588, to the forefront of the European nations; but it had been fraught with difficulties

[DOCUMENT 176]

[KING JAMES'S ROYAL WARRANT ORDERING A PATENT TO BE ISSUED THE LORD CHAMBERLAIN'S MEN, 1603]

By the king

Right trusty and welbeloued Counsellor we greete you well and will and Com[m]annd you yt under o[ur] privie Seale in yo[ur] Custody for the time being you Cause o[ur] le[ttr]es to be derected to the keep[er] of o[ur] greate seale of England Comannding him yt vnder o[ur] said greate Seale he cause o[ur] le[ttr]es to be made patent[es] in forme following. James by the grace of God king of England Scotland ffraunce & Irland defendor of the faith &c. To all Iustices Maio[rs] Sheriff[es] Constables Hedboroughes and other o[ur] officers and loving subject[es] greeting Know ye yt we of o[ur] speciall grace certaine knowledge & meere motion, haue licended and authorized & by these p[rese]nt[es] doe licence & authorize these o[ur] seruant[es] Lawrence ffletcher William Shakespeare Richard Burbage Augustine Phillippes John Hemming[es] Henry Condell william Sly Rob[er]t Armyn Richard Cowlye and the rest of their associat[es], freely to use and exercise the Arte and facultie of playing Comedies Tragedies Histories Enterludes Morall[es] Pastorall[es] Stage plaies & such other like as they have already studied or hereafter shall use or studie as well for the recreation of o[ur] loving subject[es] as for o[ur] solace and pleasure when we shall thinke good

tue of which the Lord Chamberlain's Men were made the King's Men, is in Patent Roll I Jacobus I, Part 2, membrane 4, in the Public Record Office. Transcripts (not literal) have been printed in Malone Society Collections (Vol. I, Part III, pp. 264-65), in C. C. Stopes's Shakespeare's Family (1901, pp. 73-74), in E. K. Chambers' Elizabethan Stage (II, 208-9), and his William Shakespeare (II, 72, excerpt only), and in Thomas Rymer's Foedera (1727, XVI, 505), from which most transcripts have been derived.

Note that this patent is a "Commissio

as well. The play Gorboduc (1561) had been written to exemplify what befalls a people when its ruling family leaves no direct heir to the throne, and it has been stated that the play actually was intended as a hint to Queen Elizabeth. Various explanations, from the most intimately personal to that of exalted devotion to the nation, have been set forth with regard to Elizabeth's never having married, but specific evidence to support any explanation is lacking. All too late in life, and much to the moral disgust of many of her most trusted subjects, she began to harbor the idea of marrying the

¹The details of these patents and the personnel of the King's Men are discussed by E. K. Chambers in The Elizabethan Stage, 1923, II, 192-220. Critical works by Fleay, Murray, Baldwin, and others are not to be overlooked.

much younger Duke of Alençon in order that there might be a male heir to the English throne. There were mutterings in high places about her crotchety dotage, and many of the common folk felt the pinch of arbitrary and autocratic monarchy. Shakespeare's *Julius Caesar* (1600) was filled with protests against the mailed fist that gives little

the omission of most of the Court festivities at the Christmas season of 1602-3. She withdrew to Richmond. On February 2, 1603, she roused herself and summoned the Chamberlain's Men to come and entertain her with a play. It was the last time she was to see a dramatic performance by this popular company. On March 19 the Privy Council stepped

to see them during o[ur] pleasure And the said Comedies Tragedies Histories Enterlud[es] Morall[es] Pastorall[es] Stage plaies & such like To shew and exercise publiquely to their best Commoditie, when the infection of the plague shall decrease as well w[i]thin theire now vsuall howse called the Globe wlilthin o[ur] Countie of Surrey as also wlilthin any towne Hall[es] or Mouthall[es] or other convenient places w^{[i]t}hin the liberties and freedome of any other Cittie Vniversitie Towne or Borough whatsoeu[er] wlilthin o[ur] said Realmes and dominions. Willing and Comaunding you and eu[er]y of you as you tender o[ur] pleasure not only to p[er]mitt and suffer them heerin w[i]thout any yo[ur] letts hinderances or molestac[i]ons during o[ur] said pleasure, but also to be ayding and assisting to them yf any wrong be to them offered And to allowe them such former Courtesies as hathe bene giuen to men of their place and qualitie. And also what further fauo[ur] you shall shew to these o[ur] seruant[es] for o[ur] sake we shall take kindely at yo[ur] hand[es] In witnes whereof And these o[ur] le[ttr]es shall be yo[ur] sufficient warrant and discharge in this behalf. Giuen vnder o[ur] Signet at o[ur] Mannor of Greenewiche the seavententh day of May in the first yeere of o[ur] raigne of England ffraunce and Irland, and of Scotland the six and thirtieth

ex[pedi] p[er] Lake

To our right trusty and welbeloued Counselor the Lord Cecill of Esingdon Keeper of our Priuy Seal for the time being.

consideration to the inalienable rights of free men. Shakespeare's own dramatic company, the Lord Chamberlain's Men, got into trouble because of their performance of Richard II, with its deposition scene, on the eve of the ill-fated Essex Rebellion, February 8, 1602. Essex' rebellion against a woman who was more and more soured on life and on the equipage of royalty, against a queen who was gradually losing her poise, her prestige, and her subjects was not a sudden and impetuous sally. England was ready for a change.

The Queen's failing health required

in and, out of concern for her sinking condition, directed the discontinuance of all dramatic performances throughout the city. On the morning of March 24 her end came. Now all England breathed again—and James brought new life, new ideas, a new regime.

As with a flourish of trumpets, the poets, as well as the people, eulogized and welcomed James, just as later they did Charles II. Yet even though members of the Lord Chamberlain's Men, because of their performance of Richard II on the eve of the Essex Rebellion, had been brought to heel, their own

chief dramatist and poet, William Shakespeare, did not now express himself in an elegy to the dead Queen before whom so frequently his own company had been summoned. And after the new King had arrived, he still remained silent. In so doing he did not escape the criticism of other poets. Henry Chettle, who had spoken so highly of him in 1593 when Robert Greene had dubbed him "an vpstart Crow," regretted his silence in a poem Englandes Mourning Garment (see Document 77, Volume I, p. 185).

Another poet, whose identity has never been established, reproved certain poets for their silence, William Shakespeare among them:

You Poets all brave Shakspeare, Jonson, Greene,

Bestow your time to write for Englands Queene.

Lament, lament, lament, you English Peeres,

Lament your losse possest so many yeeres.

Returne your songs and Sonnets and your sayes:

To set foorth sweete *Elizabeth[a]'s* praise.

This Greene could not have been Robert Greene of Groats-vvorth of Witte, for he had died in 1592. There was a Thomas Greene, leading comic actor for the Earl of Worcester's Men, who was something of a poet but not one of consequence as were Jonson and Shakespeare. Still another writer of the period, one "I. C., gent," whose identity is not certain, referring to the anonymous poem just cited, declared,

As he that calde to Shakespeare, Jonson, Greene,

To write of their dead noble Queene.

One is rather hard put to it to accept the oft-repeated statement that Sonnet 107 was Shakespeare's testimonial to the death of Elizabeth; that sonnet is anything but an elegy. "The mortal moon hath her eclipse endur'd"—which in this sonnet is but a part of the general medieval observation that all things pass and suffer change—is not much of a lament for the great Queen.

If the dramatists, Shakespeare for the

Lord Chamberlain's Men in particular, diplomatically refrained from lamenting the passing of good Queen Bess and watchfully waited to see the attitude of the new sovereign toward the popular theater, their fears must have been soon allayed. James I, having patronized the drama in Scotland, did likewise in London. True, a new note began to appear -"the king can do no wrong," as in the plays of Beaumont and Fletcher and others-but the drama flourished even more than it had before. True, also, in the very change to new ideas and new spirit the seeds of the decadence of the Elizabethan drama, robust, human, basically emotional as it was, were sown. Puritanism completed the work of destruction. But the Elizabethan drama had flowered and borne its fruit. The coming of James I was not the main reason for the decadence; it only hastened it. Actually the coming of the new King temporarily stimulated the old drama anew and actually delayed an otherwise earlier fall. And it was the Lord Chamberlain's Men, William Shakespeare's own dramatic company, that James I selected as the object of his royal patronage. The royal Patent of May 19 created them The King's Men.

Being instituted the select royal dramatic company—particularly in a historical period characterized by patronage that was both political and personal—was a matter of more than common significance in 1603. It was during the next few years that Shakespeare produced his array of world-renowned tragedies.

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[DOCUMENT 177]

[LETTERS PATENT BY WHICH THE LORD CHAMBERLAIN'S MEN BECAME THE KING'S MEN, 1603]

Commissio specialis pro Laurencio Fletcher & Willelmo Shackespeare et aliis

Iames by the grace of god &c. To all Iustices Maiors Sheriff[es] Constabl[es] hedborow[es] and other our Officers and louinge Subject[es] greetinge Knowe yee that Wee of o[ur] Speciall grace certein

knowledge & mere motion haue licenced and aucthorized and by theise p[resen]t[es] doe licence and aucthorize theise o[ur] Servaunt[es] Laurence ffletcher William Shakespeare Richard Burbage Augustyne Phillippes Iohn Heminges Henri Condell William Sly Robert Armyn Richard Cowly and the rest of theire Assosiates freely to vse and exercise the Arte and faculty of playinge Comedies Tragedies histories Enterludes moralls pastoralls Stageplaies and Suche others like as their haue alreadie studied or hereafter shall vse or studie aswell for the recreation of our lovinge Subjectes as for our Solace and pleasure when wee shall thincke good to see them duringe our pleasure And the said Commedies tragedies histories Enterludes Morrall[es] Pastorall[es] Stageplayes and suche like to shewe and exercise publiquely to theire best Commoditie when the infection of the plague shall decrease aswell within theire nowe vsual howse called the Globe within o[ur] County of Surrey, as alsoe within anie towne halls or Moute halls or other conveniente places within the liberties and freedome of anie other Cittie vniversitie towne or Boroughe whatsoever within o[ur] said Realmes and domynions Willinge and Commaundinge you and everie of you as you tender our pleasure not onelie to permitt and suffer them herein without anie y[ou]r lettes hindranc[es] or molestacions during o[ur] said pleasure but alsoe to be abidinge and assistinge to them yf anie wronge be to them offered And to allowe them such former Courtesies as hath bene given to men of theire place and quallitie and alsoe what further favour you shall shewe to theise our Servauntes for our sake wee shall take kindlie at your hand[es] In witnesse wherof &c

Witnesse our selfe at Westminster the nynetenth Daye of Maye p[er] Breue de Privato Sigillo

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Right tenify and wellelous (therefolls) we queeler you mell dra & will and Comanned you of pales of the property for the state of the property of the following find of the sound of the fact of the

[Documet 15]

Facsimile of the Royal Warrant of May 17, 1603, Ching a Royal Chamberlain's Men making them the King Men, Part 1

2 3 gooding

ident pender of priction sealers in no Outling for the triber with your langes of hot but disonked later they africant is made protected in formation of the first of the season of the sea

:==nt 176]

ordering a Royal Patent to be issued to the Lord ing's Men. Public Record Office, London

LXVIII

SHAKESPEARE ONE OF THE KING'S MEN, 1604

NDER date of March 15, 1604, a manuscript account of the Master of the Wardrobe robe under James I concerns William Shakespeare as a player among the King's Men. This manuscript is in

the Public Record Office and is numbered L C 4/5 [Lord Chamberlain's Books ix, 4 [5]). The accounts are systematically arranged and written in a beautiful, clear, professional-secretary hand. Ernest Law (Shakespeare as a

[DOCUMENT 178]

[WILLIAM SHAKESPEARE LISTED BY THE MASTER OF THE WARDROBE AS ONE OF THE KING'S MEN, 1604]

The Accompt of Sr George Howme, Knight, Master of the great Wardrobe to the high and mightic Prince our Gracious Souereign Lord, James by the Grace of God King of England Scotland France & Ireland Defender of the Faith &c. as well of all his receipts as of his emptions and deliueries of all manner of furnitures and prouisions whatsocuer by him bought and prouided for his Majesties use and seruice against his royall entry and proceeding through his honorable Citic of London together wth our Souereign Lady Queen Anne his wife and the noble Prince Henry his son solemnized the xvth day of March 1603 and in the first year of his reign of England France & Ireland & of Scotland the seven and thirtieth......

Red Cloth bought of sondrie persons and given by his Majestie to diverse persons against his Maiesties said royall proceeding through the Citic of London viz.

[Then are listed the several groups to whom allotments of scarlet-red cloth were made. On folio 78° are listed "fawkeners in Ordinary," "fawkeners," and then, on the bottom of folio 78° and the top of folio 79°, "Players"]:

Scarlet-Red cloth

William Shakespeare	iiij yard[es] di[midium]
Augustine Phillipps	iiij yard[es] di[midium]
Lawrence ffletcher	iiij yard[es] di[midium]
Players Iohn Hemming[es]	iiij yard[es] di[midium]
Richard Burbidge	iiii yard[es] di[midium]

[There is a blank space here at the bottom of folio 78°; the names continue at top of folio 79°.]

., .	
William Slye	iiij yard[es] di[midium]
Robert Armyn	iiij yard[es] di[midium]
Henry Cundell	iiij yard[es] di[midium]
Richard Cowley	iiij yard[es] di[midium]

Groom of the Chamber, 1910, p. 8) and J. Q. Adams (Life of William Shake-speare, 1923, p. 358) each print a reduced facsimile of that portion of the document containing Shakespeare's name.

The Master of the Wardrobe to James I was Sir George Home, Knt. The plague compelled the postponement of James I's royal entry into the city of London for virtually an entire year; hence these accounts for the equipment of that progress are for March 15, 1604. Only the excerpts of the account which make clear the nature of the document and the entry which lists the players are here given, as Document 178.

It will be noted that the names listed are identical with those given in the King James I Royal patent, May 19, 1603, by virtue of which the Lord Chamberlain's Men became the official royal dramatic troupe. Thereafter they were privileged to wear the King's livery. The order here is different from that in the 1603 patent: there the name of Lawrence Fletcher stood first and William Shakespeare came second; here William Shakespeare heads the list and Lawrence Fletcher comes third. It is clear that the King's Men were to receive scarlet-red cloth because they were now definitely a royal organization. It may be certain that had William Shakespeare not been a member of this royal organization he would not have officially received his allotment; that is, the selection of players was by the group (the King's Men) and not promiscuously from the several dramatic companies then operating in London.

James I's predilection for the Scotch was often an object of acrimonious criticism. Lawrence Fletcher was included in this group, because he is listed in the group to whom the royal patent of May 19, 1603, was granted; but he had been made a member of the King's Men be-

cause he had played before James I, in Scotland, in 1599 and in 1601. Of his histrionic ability virtually nothing is known.

The royal progression on March 15, 1604, was, as customary, from London Tower to Whitehall. It was Dr. J. F. Furnivall who first expressed himself: "I take for granted that Shakespeare was not in it." Modern research supports Furnivall's assertion, for the fundamental reason that it was quite the custom, on virtually any more or less important royal event, to issue scarlet-red cloth to anyone who had connection with the Crown. Such allotments of scarlet-red cloth were made to persons at remote distances from London. That did not mean that everyone receiving the scarlet-red cloth was officially commanded to be in direct attendance. On the contrary, such prominence was accorded primarily to the upper ranking nobility, courtiers, important Crown retainers, etc., as arranged in order by the Heralds. The grant of cloth to Shakespeare was not made in order to honor the prominent dramatist and poet; nor was it done because of any particular desire to honor that dramatic company. The entire procedure was in keeping with that in any important royal event. In all likelihood the members of the King's Men donned their scarlet-red garments in honor of the occasion.

That the King's Men actually did not walk in the procession and hence that

William Shakespeare did not march in the progress from the Tower to Whitehall is supported by both documentary and printed contemporary evidence. Some four or five elaborate accounts describing the procession, published immediately following the occasion, do not mention the players. Some of these were written by dramatists and theater men themselves. Certainly they would not have omitted the presence of an organization of their own profession ("quality") had it been in the progress. These published accounts are: Gilbert Dugdale, The Time Triumphant (1604); Ben Jonson, His Part of King James His Royall Entertainement through his Honorable Cittie of London, 15 March, 1603 (1604); Michael Drayton, A Paean Triumphall (1604); Thomas Dekker, The Magnificen: Entertainment Given to King James (1604); and others. The documentary materials, likewise, do not include players-the Herald's "The True Order of His Man Proceeding through London on Thursday the 15th of March, Ano Dmi. 1603, as it was marshalled by the Lords in comission for the Office of Earle Marshall of England" (MS in Public Record Office); "The Precedence of his Mass from the Tow'r to White hall the 15th Martij 1603" (Cottonian MS, Titus B. viii, 317, in British Museum). John Nichols published a similar document (now lost) in his Progresses of James I (1828), which has virtually the same account as that in the Cotton MS. It is significant that when later, in 1625, a similar progress was conducted for Charles I, the Herald's draft of precedence for the coronation did not include players, though the King's Men again received their individual allotment of scarlet-red cloth. On the other hand, the Lansdowne MS \$\$5, folio 115, British Museum, containing the funeral order for James I, 1625, does include "Actors and Comedians"—no doubt the King's Men. But that funeral was noted for its nine thousand mourners from every walk of life. In all likelihood, on March 15, 1604, the King's Men, William Shakespeare included, celebrated the occasion clad in their scarlet-red materials; but the documentary evidence is quite against their having participated directly in the progress.

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LXIX

SHAKESPEARE'S SUIT AGAINST PHILIP ROGERS, 1604

HE manuscript recording this suit brought in the Stratford Court of Record is approximately 7 by 13 inches in size, and is among the Wheler MSS in the Birthplace Museum. Like most Court of Record entries, it is in the abbreviated legal Latin of the time and vir-

tually free from punctuation. In the transcript here given as Document 179 the Latin forms are spelled out in full, and there is a degree of modern punctuation. For a complete set of entries of Latin legal forms in a Court of Record suit, see the record for William Shakespeare's suit against John Addenbrooke,

1608-9, chapter lxxviii, below. Transcripts varying in minutiae may be found in Halliwell-Phillipps' Life of William Shakespeare (1848, pp. 208-9) and in his Outlines (II, 77-78). A good reprint is in E. K. Chambers' William Shakespeare (II, 113-14). Halliwell-Phillipps printed a facsimile of this doc-

ument in his Folio edition of Shake-speare's works (I, 171).

This initial complaint presents the case from William Shakespeare's point of view. Details are as follows: (1) The

(5) The indebtedness was tabulated:
(a) on March 27, 1604, 3 measures
(bushels) of malt for 6s. (about \$12 for
3 bushels or about \$4.00 a bushel); (b)
on April 10, 4 measures of malt for 8s.;

[DOCUMENT 179]

[RECORD OF A SUIT BROUGHT BY SHAKESPEARE TO RECOVER A DEBT FROM PHILIP ROGERS, 1604]

Stretford Philipus Rogers sommonitus fuit per servientem ad clavam Burgus ibidem ad respondendum Willielmo Shexpere de placito R. quod reddat ei triginta et quinque solidos decem denarios quos ei debet et injuste detinet, et sunt plegii de prosequendo Johannes Doc et Ricardus Roc, &c., et unde idem Willielmus, per Willielmum Tetherton attornatum suum, dicit quod cum predictus Phillipus Rogers, vicesimo septimo die Marcii, anno regni domini nostri Jacobi regis, nunc Anglie, Francie et Hibernie, primo [sic], et Scocie tricesimo septimo [1604], hic apud Stretford predictam, ac infra jurisdiccionem hujus curie, emisset de codem Willielmo tres modios brasii pro sex solidis de predictis triginta et quinque solidis decem denariis; ac etiam quod cum predictus Phillipus Rogers, decimo die Aprillis, anno regni dicti domini regis nunc Anglie, &c., secundo, hic apud Stretford predictam ac infra jurisdiccionem hujus curie, emisset de codem Willielmo quatuor modios brasii pro octo solidis de predictis triginta et quinque solidis decem denariis; ac etiam quod cum predictus Phillipus, vicesimo quarto die dicti Aprillis, anno regni dicti domini regis nunc Anglie, &c., secundo, hic apud Stretford predictam, infra jurisdiccionem hujus curie, emisset de codem Williclmo alios tres modios brasii pro sex solidis de predictis triginta et quinque solidis decem denariis; ac etiam quod cum predictus Phillipus, tercio die Maii anno regni dicti domini regis nunc Anglie, &c., secundo, hic apud Stretford predictam, ac infra jurisdiccionem hujus curie, emisset de codem Willielmo alios quatuor modios brasii pro octo solidis de predictis triginta et quinque solidis decem denariis; ac etiam quod cum predictus Phillipus, decimo sexto die Maii, anno regni dicti domini regis nunc Anglie, &c., secundo, hic apud Stretford predictam, infra jurisdiccionem hujus curie, emisset de codem Willielmo alios quatuor modios brasii pro octo solidis de predictis triginta et quinque solidis decem denariis; ac etiam quod cum predictus Phillipus, trice-

case was within the jurisdiction of the Court of Record of the Stratford borough. (2) Philip Rogers was summoned by the sergeant of the mace on complaint for debt by William Shakespeare. (3) The debt was 35s. 10d. (4) William Tetherton was the dramatist's attorney.

(c) on April 24, 3 measures of malt for 6s.; (d) on May 3, 4 measures of malt for 8s.; (e) on May 16, 4 measures of malt for 8s.; (f) on May 30, 2 measures of malt for 3s. 10d.; (g) on June 25, Rogers borrowed 2s. (about \$4.00). (6) The total was 41s. 10d., of which Rogers

had paid 6s., leaving a total balance of 35s. 10d. (about \$70). (7) Shakespeare had on several occasions requested Rogers to pay. (8) Rogers had not paid and at length refused to pay. (9) Shakespeare had been injured to the amount of 10s.

The Stratford Court of Record-unfortunately the register is deficient from 1570 to 1596—came into existence by virtue of the grant of a Charter of Incorporation issued to Stratford-upon-Avon by Edward VI, June 28, 1553. Its jurisdiction was strictly civil—over cases of debts, trespass, and such items which arose within the boundaries of the borough. It was limited to cases of not more than £30 (about \$1,200). The High Bailiff (John Shakespeare in 1568-69) presided over the court, which convened fortnightly. The borough received the profits from costs and fines; the sergeants at the mace were its executing officers. The Corporation directed that common attorneys be appointed for litigants with fees of 4d. (about 65 cents) for each day of actual service. If one declined to serve, the bailiff would and did draft a substitute. Court leave was required for one not a townsman to bring suit; even then, of course, the debt must have been contracted within the limits of the borough. The steward of the borough—later changed to town clerk—was the clerk of the court. Thus it is that Thomas Greene's name appears in the records. Local custom forbade the complainant's personal appearance in such a suit before the court, and in this suit William Tetherton appeared as attorney for the dramatist. The Register of the Court of Record is extant for the years 1553 to 1570 and 1584 to 1601. Halliwell-Phillipps' Extracts from the Registry of the Court of Record (1867) is taken from the incomplete Register.

This Court of Record was a sort of collection agency for debts in Shake-speare's day, and few of Stratford's more important personages in that day are absent from its entries. John Shake-speare and others appeared in the court frequently, suing or being sued. In modern times business is conducted on the

monthly basis: bills are rendered monthly, bills are paid monthly, and modern business ethics requires that such bills be met promptly. Not the last resort, but rather the first resort, was the Court of Record in Shakespeare's time. This court took over the jurisdiction of debt from the earlier Court Leet. Very often the sergeant reported the very conventional phrase—as in the court's report on John Shakespeare in 1586— "quod predictus Johannes Shackspere nihil habet unde distringi potest." It was before this Court of Record that William Shakespeare, in July 1604, brought his suit for nonpayment of debt against Philip Rogers. The only document extant in this suit is this initial legal complaint. What the subsequent action was is not at present known.

Philip Rogers, against whom William Shakespeare entered his declaration of nonpayment of debt, was an apothecary, who lived in High Street not far from Shakespeare's friend, Henry Walker. The local Court of Record entries show that Rogers had his share of pecuniary difficulties. Still Rogers was not without his redeeming ambition, for he sent to Oxford a son who became licensed to practice surgery. Philip Rogers was a typical apothecary of his day-really an important personage in the community of that period. We know what he sold, including standard drugs and purgatives of the period, blood-letting devices, tobacco, the use of which was increasing, and ale.

Objection has been raised to this legal action in the Court of Record on the ground that this William Shakespeare was not the dramatist. Tucker Brooke (in his Shakespeare of Stratford, 1926, p. 99) lists this document among those that either are spurious or else relate to another of the same name. Indeed, most of the documents that Tucker Brooke lists under this caption in his volume are well-known J. Payne Collier forgeries. In defense of his so listing this legal instrument, Tucker Brooke cites Mrs. C. C. Stopes's Shakespeare's Industry (p. 263): "There was another William Shakespeare born at Rowington in 1564, whose trade was the

selling of malt." The document itself, however, does not identify either Rogers or Shakespeare as of Rowington, an item that certainly would have been indicated in this legal document if either party to the suit was a "stranger" in

the ground that the dramatist is not identified as "generoso," and it may be cited in his support that in the John Addenbrooke suit of 1608-9, William Shakespeare is definitely identified as "generoso."

simo die Maii, anno regni dicti domini regis nunc Anglie, &c., secundo, hic apud Stretford predictam, ac infra jurisdiccionem hujus curie, emisset de eodem Willielmo duas modios brasii pro tres solidis decem denariis de predictis triginta et quinque solidis decem denariis; ac etiam quod cum predictus Phillipus, vicesimo quinto die Junii, anno dicti domini regis nunc Anglie, &c., hic apud Stretford predictam, ac infra jurisdiccionem hujus curie, mutuatus fuisset duos solidos legalis monete, &c., de predictis triginta et quinque solidis decem denariis residuos, solvendos eidem Willielmo cum inde requisitus fuisset. Que omnia separales somme attingunt se in toto ad quadraginta et unum solidos decem denarios. Et predictus Phillipus Rogers de sex solidis inde eidem Willielmo postca satisfecisset. Predictus tamen Phillipus, licet sepius requisitus, predictos triginta et quinque solidos decem denarios residuos eidem Willielmo nondum reddidit, sed illos ei huc usque reddere contradixit et adhuc contradicit, unde dicit quod deterioratus est et dampnum habet ad valencian decem solidorum. Et inde producit sectam, &c.

[The English translation of the legal Latin is as follows]:

Stratford Phillip Rogers was summoned by the sergeant at mace in Borough. the same place to reply to William Shakespeare concerning the judgment that he return to him thirty-five shillings ten pence which he owes him and unjustly retains, and there are pledges, John Doe and Richard Roe, to prosecute, etc.; and therefore the same William, by William Tetherton, his attorney, says that when aforesaid Phillip Rogers, on the twenty-seventh day of March, in the year of the reign of our master James, King, now in England, France, and Ireland, the first, and in Scotland the thirty-seventh, here at aforesaid Stratford and within the jurisdiction of this court, had bought from the same William three measures [bushels] of malt for six shillings of the aforesaid thirty-five shillings and ten pence; and also that when aforesaid Phillip Rogers on the tenth day of April in the year of the reign of our said master, King, now in England, etc., the second, here at

aforesaid Stratford and within the jurisdiction of the court had bought

Stratford. It is thus obvious that the court understood that both complainant and defendant were from within the legal jurisdiction of the borough of Stratford.

George Greenwood (Is There a Shakespeare Problem? 1916) objects on

C. W. Wallace objects (The Times [London], May 15, 1916, p. 11) on the ground that at that very time William Shakespeare and others of the King's Men were in attendance on the new Spanish Ambassador at Somerset House in London and that the previous March

15, 1604, he and some of the chief associates from the King's Men each had been allotted 4½ yards of scarlet-red cloth for an official livery to wear in the King's coronation progress. Wallace

Shakespeare was one who, in a "Noate of Corne and Malte" was listed as an "engrosser and forestaller" who had "x quarters," or eighty bushels, of corn in hand (see Volume I, p. 283). Wal-

from the same William four measures of malt for eight shillings of the aforesaid thirty-five shillings ten pence; and also that when aforesaid Phillip on the twenty-fourth day of said April, in the year of the reign of said master, King, now in England, etc., the second, here at aforesaid Stratford within the jurisdiction of this court, had bought from the same William another three measures of malt for six shillings of the aforesaid thirty-five shillings ten pence; and also that when the aforesaid Phillip on the third day of May, in the year of the reign of the master, King, now in England, etc., the second, here at aforesaid Stratford and within the jurisdiction of this court, had bought from the same William another four measures of malt for eight shillings of the aforesaid thirty-five shillings ten pence; and also that when aforesaid Phillip on the sixteenth day of May, in the year of the reign of said master, King, now in England, etc., the second, here at the aforesaid Stratford within the jurisdiction of this court, had bought from the same William another four measures of malt for eight shillings of the aforesaid thirty-five shillings ten pence; and also that when aforesaid Phillip, on the thirtieth day of May, in the year of the reign of the said master, King, now in England, etc., the second, here at aforesaid Stratford and within the jurisdiction of this court, had bought from the same William two measures of malt for three shillings ten pence of the aforesaid thirty-five shillings ten pence; and also that when the aforesaid Phillip on the twenty-fifth day of June, in the year of said master, King of England, etc., here at aforesaid Stratford and within the jurisdiction of this court, had borrowed two shillings of legal money, etc., when therefore he had demanded that the residue of the aforesaid thirty-five shillings ten pence be paid to the said William. That all the separate sums added themselves in toto to forty-one shillings ten pence. And the aforesaid Phillip Rogers would afterwards have satisfied the same William with six shillings; nevertheless, the aforesaid Phillip, although often having been demanded, has not yet paid the residue of the aforesaid thirty-five shillings ten pence; but has even to this time refused to repay it and still refuses, therefore he says that he has been injured and has damage to the value of ten shillings, and therefore he brings this suit, etc.

holds further that malt could have been in the hands only of the few who sold such a commodity and even then only by having license to do so. Notwithstanding, on February 4, 1598, during the corn (wheat) famine in Stratford, William lace's suggestion that every buyer and seller of malt had to be licensed seems not to have been the legal case: if so, then every one of the "engrossers and forestallers" in the February 4, 1598, "Noate of Corne and Malte" must have been licensed, and that does not seem plausible. In 1604 there was no other William Shakespeare in Stratford who was rich enough to be able to sell to a local apothecary a quantity of malt such as was sold to Philip Rogers.

Greenwood's rather cynical belief that Shakespeare would not have run up to Stratford between March 15 and August 9 to bring suit against Rogers the apothecary is not a very serious obstacle, for Shakespeare's suit was brought by William Tetherton, his attorney, and it would not have been possible, by virtue of local custom, for William Shakespeare to appear in the Court of Record as a witness in his own defense.

And Chambers (William Shakespeare, II, 118) shows that the William Shakespeare so frequently confused with the dramatist in Stratford actually was a man who appears in Stratford records in 1620, 1622, 1624, etc., after the death of William Shakespeare the poet. The manuscript records of 1620, 1622, 1624, etc., originally collected by Halliwell-Phillipps it seems, are now in the Folger Shakespeare Library.

If the documentary evidence shows anything in the case of William Shakespeare, it demonstrates that the dramatist was a shrewd business man. And malt-selling was not above other men in Stratford who enjoyed even more social and financial prestige than William Shakespeare. No stigma attached to the dramatist in that day because he sold quantities of malt—which not uncommonly was sold by the pint measure in the malt shops—to the local apothecary who served ale.

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LXX

THE KING'S MEN ATTENDING THE SPANISH AMBASSADOR, 1604

MONG the Declared Accounts of Sir John Stanhope,
"Treasurer of the Kynges Maiesties Chamber," Roll 41, Bundle 389, of the Audit Office, is the official entry for a payment of "xxjli xij'" to members of the King's Men. The accounts are available in the Public Record Office. This document, overlooked by investigators for years, was discovered on July 8, 1907, by Ernest Law. Mrs. C. C. Stopes first printed it in The Athenaeum for March 12, 1910. A rather poor facsimile (reduced) of the original account is in Ernest Law's Shakespeare as a Groom of the Chamber (1910, p. 21). Entries of this sort run in sequence, not by tabulation; this entry is here given as Document 180.

The occasion of this entry was a shrewd and highly diplomatic stroke on the part of the new English sovereign. Since the time of the defeat of the Spanish Armada in 1588, England and Spain had had no diplomatic relations. Now, on the invitation of James I, Philip III sent as ambassador none other than the Constable of Castile, Juan Fernandez de Velasco, Duke de Frios. James I, rising to the occasion, placed at the Duke's disposal in London the famous Somerset House, the finest next to the King's palace and the dower house of his queen, who was Anne of Denmark. The estimate of the daily expenditure was \$15,000 a day to honor and entertain the Spanish delegation.

This entry shows that the King's Men, the royal dramatic company so to speak, were included: "To Augustine Phillipes and John Hemynges

and tenne of theire ffellowes his Matlerl groomes of the chamber, and Players for waytinge and attendinge on his Matlerl service by commanndmente vppon the spanishe Embassador at Somersette House" Augustine Phillips was the oldest of the King's Men, and John Heminges had during

the James I Patent of May 19, 1603, and the Manuscript Accounts of the Master of the Wardrobe of James I, March 15, 1604, William Shakespeare was included in the "tenne of theire ffellowes." But the document is not specific on the point, and evidence is inconclusive. It is noteworthy that Augustine Phillips,

[DOCUMENT 180]

[AUDIT OFFICE RECORD OF A ROYAL GRANT TO THE KING'S MEN FOR ATTENDING THE SPANISH AMBASSADOR, 1604]

.... To Augustine Phillipes and John Hemyng[es] for thallowance of themselves and tenne of theire ffellowes his Mat[es] groomes of the chamber, and Players for waytinge and attendinge on his Mat[es] service by com[m]anndmente vppon the spanishe Embassador at Som-[er]sette House the space of xviij dayes viz from the ixth day of Auguste 1604 vntill the xxvijth day of the same as appeareth by a bill therof signed by the Lord chamb[er]layne xxjli xijs....

quite a period of time been its business manager. To them the sum of "xxjli xiji" (about \$850) was paid for "themselves and tenne of theire ffellowes." Lansdowne MS (British Museum) 272, folio 27, shows that the conventional yearly fee to a groom of the chamber was £3 fs. 8d. (about \$125).

Scholarship must not indulge in romantic enthusiasm about William Shakespeare's once having been a personal attendant upon the Spanish Ambassador in August 1604. True it is that Othello was initially performed at Whitehall, the King's official palace, on November 1, 1604, the Ambassador having departed on August 27. If the "ffellowes" are the persons included in

John Heminges, and the ten fellows are identified as "grooms" of His Majesty's chamber-not gentlemen of the chamber, of course, but grooms (largely honorary) of the chamber—then in attendance on the Ambassador. In no other document yet discovered have the members of the King's Men been mentioned as grooms of the chamber. Unfortunately, the Lord Chamberlain Warrant Books for 1603 to 1629 are missing. James I's own copy of the account and description of the 1604 entertainmenta 50-page large quarto monograph, sent to the King by the Constable of Castile himself and now in the King's Library in the British Museum-does not mention the King's Men. And there is no

evidence to support the oft-repeated statement of probability that the Spanish Ambassador presented the great dramatist with a "broad silver gilt bowl" which, in his will, he bequeathed to his younger daughter, Judith, or that the gift was a "sword" and this he bequeathed to Thomas Combe. Whether or not the Spanish Ambassador bestowed any gifts upon the King's Men, or upon any individual member, is not clear from any documentary materials. In just what capacity the several members of the dramatic organization, as grooms, rendered service, is not known. However, the sum paid them suggests that the service was not merely nominal.

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LXXI

THE PURCHASE OF A LEASE OF A PART OF STRATFORD TITHES BY WILLIAM SHAKESPEARE, 1605

N July 24, 1605, Ralph Hu-band assigned a lease of the Stratford Tithes to William Shakespeare for £440. The legal document recording this transaction, in English and not in Latin, consists of over four thousand words on two sheets of parchment, the main one approximately 28 by 22 inches. The larger page has sixty-three lines of rather small Gothic script, and the smaller one has twenty-four lines. The entire eightyseven lines are closely written, clear and neat, with very few insertions or corrections. It is a lawyer's "fair" copy, in excellent preservation. The two sheets are bound together by the seal tab. The manuscript has been folded; five fold effects appear longitudinally across the sheet, and three rather faint fold effects appear perpendicularly. The left margin is still ruled, as are also the lines across the page, to serve as base-lines for the script. Compass holes, as guides for the lines, appear on the right and left edges of the parchment. The manuscript is in the handwriting of Francis Collins, a prominent barrister of Warwick, who supervised the preparation of Shakespeare's will and witnessed it, but did not write it, as a comparison of handwritings of the two instruments will instantly show. This document is scaled and signed by Ralph Huband; "raffe" is written on the seal tab proper and "Huband" is written on the main document itself. Hence this conveyance (technically an indenture of assignment) was William Shakespeare's personal copy. The counterpart copy of this bipart document appears to have been lost. The manuscript is in the Birthplace Museum, at Stratford-upon-Avon, where also there is an intermediate copy of it, on thirteen large sheets of "pott" paper, showing only trivial variations from the engrossed copy.

The names of the three witnesses are written on the verso: "William Huband, Anthony Nasshe, Fra: Collyns."

Ralph Huband executed a bond for £80 (\$3,200) in Shakespeare's favor for the faithful performance of the obligations in this assignment of the Stratford

Tithes to William Shakespeare (see chapter lxxii, below). The transcript here given as Document 181 and the facsimile are direct from the original, kindly made available by the officials of the Birthplace Museum. There is virtually no punctuation in the "fair" copy.

This document is lengthy, as some scholars have complained, but not overlengthy for its kind and purpose, because it had to contain two important things: first, a comprehensive recital, in chronological sequence, of the legal history of the Stratford Tithes from 1544 to 1605, during which time several successive leases were operative; and second, an actual deed of assignment whereby the remaining thirty-one years of a ninety-two-year lease was transferred from Ralph Huband to William Shakespeare. The original ninety-twoyear lease of the Tithes had been executed in 36 Henry VIII, September 7, 1544, by Anthony Barker, warden of the College, to William Barker.

To understand the nature and content of this legal document and to appreciate

what the purchase of the Stratford Tithes¹ meant socially and financially to William Shakespeare, something of the history of tithes and of the history of the Stratford Collegiate Church should be known—for these tithes were originally an endowment of the "College" in Stratford-upon-Avon.

Fundamentally a tithe is a gift, rent, or tax of any sort conveyed as an obligation: this tithe may be a voluntary donation or it may be required by imposed authority. No doubt a tithe originally was the individual's free-will offering (ἀπαρχή = "first fruits" of the Greeks) of his substance to his deity as a token of his appreciation. It was at length required by the priesthood of a given faith. When that faith became the faith of a whole people and when religious control and its priest were also the government and the king, then that government no longer solicited it as a gift but exacted it as a tax. The step that led to the king's imposing a tithe or tax for purely political support was easy.

It may be asserted that one-tenth was not originally a logically determined fraction or one in accord with social justice; in all likelihood it resulted from the common primitive understanding of simple numbers based upon ten fingers, or ten toes. Hence the smallest fraction considerable was decima (tenth) among the ancient Latins; δεκάτη (tenth) among the Greeks; and "teozoda" > "tizde" > "type" (tenth) among the Anglo-Saxons. Even the fraction varied; but the name remained. English taxes in Elizabethan days were enumerated by so many "tenths" (see documents in chapter xlv, Volume I). In virtually every ancient country-

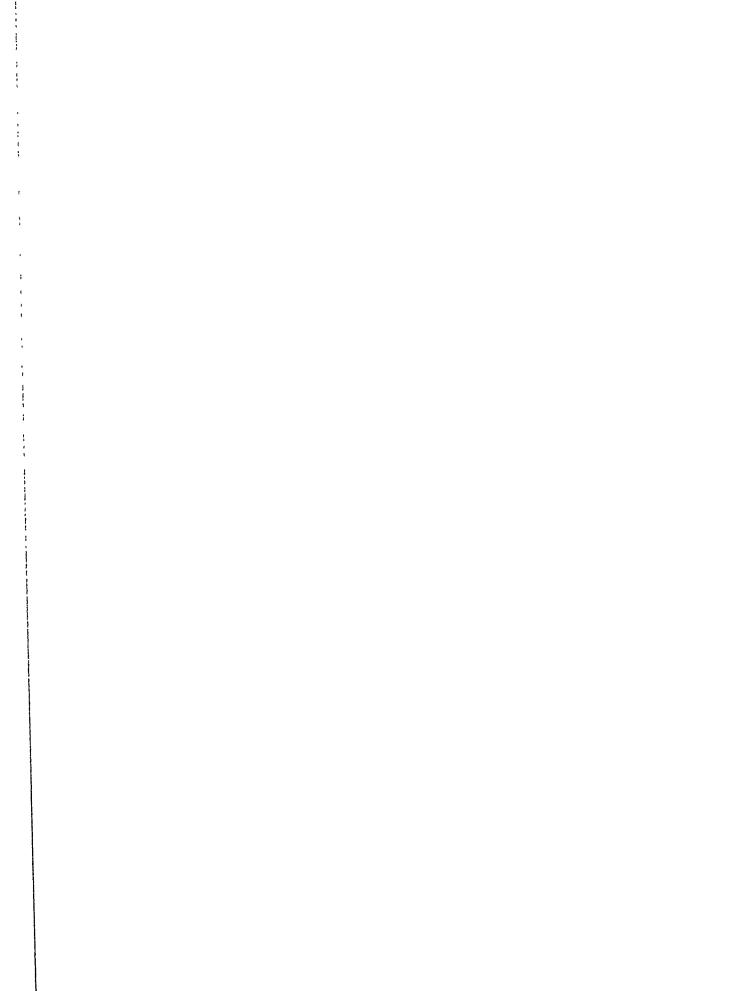
¹ See John Selden, Historie of Tithes, 1618. This rare study remains today the best treatise on the subject of tithes in England. This book was suppressed: the author dared to question the "divine right" of tithes, was summoned before the High Commission Court, compelled to retract, but his "Retraction" was never published; see also Anthony à Wood's Athenae Oxoniensis.

^aThe Stratford Collegiate Church, as was pointed out in chapter ix, Volume I, p. 103, was quite distinct from the Gild Chapel. The former was under the bishop of the diocese and until 1536 the Mother Church. The Gild Chapel was controlled by the Gild of the Holy Cross, a social-religious organization. Each was independent of the other, although frequently their jurisdictions overlapped.

[DOCUMENT 181]

[DEED OF ASSIGNMENT OF A MOIETY IN A LEASE OF THE STRATFORD TITHES FROM RALPH HUBAND TO WILLIAM SHAKESPEARE, 1605]

This Indenture made the flowre & twentythe daye of Julye in the yeares of the raigne of our Sou[er]aigne Lorde Iames by the grace of god of Englande Scotlande ffraunce & Irelande Kinge Defender of the ffayeth &tc / That is to saye of Englande ffraunce & Irelande the Thirde & of Scotlande the Eighte & Thirtythe Betweene raphe Hubande of Ippesley in the Countye of warr Esquier on thone p[ar]te And will[ia]m Shakespear of / Stratforde vpon Avon in the sayed Countye of warr gent on thother p[ar]te Whereas Anthonye Barker Clarke late warden of the Colledge or Collegiate Churche of Stratforde vpon Avon aforesayed in the sayed countye of warr / And Gyles Coventrie subwarden there And the whole Chapiter of the same Late Colledge by their Deade Indented Sealed wth their Chapter seale Dated the Seaventh daye of September in the Sixe & Thirtyth yeare / of the raigne of the late kinge of famous memorie kinge Henrye the Eighte Demysed gr[a]unted & to farme Lett amongste Diu[er]se other thinges vnto one will[ia]m Barker of Sonnynge in the countye of Bark gent All & All mann[er] of / Tythes of Corne Grayne Blade & Heye yearelye & from tyme to tyme Comynge encreasinge reneweinge Arrysinge groweinge yssueinge or Happeninge or to bee had recyved p[er]ceyved or taken out vpon of or in the townes villages / Hamlett[es] groundes & ffyeldes of Stratforde vpon Avon Oldestratforde Welcombe & Bushopton in the sayed Countye of warr And Alsoe All & All mann[er] of Tythes of wooll Lambe & other small & pryvie Tythes oblac[io]ns obvenc[io]ns / Alterages mynument[es] & offeringes whatsoever yearelye & from tyme to tyme cominge encreasinge reneweinge or happeninge or to bee had receyved p[er]ceyved or taken wthin the p[ar]ishe of Stratforde vpon Avon aforesayed in the sayed / Countye of warr by the name or names of All & singuler their Manno[rs] Landes Ten[emen]tes meadowes pastures feeding[es] woodes vnderwoodes rent[es] reu[er]c[i]ons services Court[es] leet[es] releeves wardes marriages harriott[es] p[er]quisites of Court[es] lib-[er]ties Iurisdicc[i]ons / and all oth[er] hereditam[en]t[es] whall & singuler oth[er] right[es] com[m]odities & their App[ur]ten[au]nces togeather wth all mann[er] of Parsonages Gleebe Landes Tythes Alterag[es] oblac[i]ons obvenc[i]ons mynu[me]nt[es] offering[es] & All oth[er] issues proffitt[es] Emolum[en]t[es] & Advantages / in the Countye of warr or worcester or elce where whatsoeu[er] they bee vnto the sayed then Colledge App[er]teyninge (The manc[i]on house & the Scite of the sayed Colledge with their App[ur]ten[au]nces wthin the p[re]cinct[es] of the walls of the sayed Colledge / vnto the sayed warden & subwarden onelye excepted[)] To have and to holde All the sayed Manno[rs] Landes Ten[eme]ntes



& all other the pirelmines with all & singular their Appluritenianincies; texcepte before excepted) unto the sayed Colledge belongings of in Anic was appled Jeyninge vnto the saved will[in]m Bather his Executo to; & Assignes from the feast of St Michaell that changell then Laste paste before the Date of the saved Indenture anto thend & terms of Homewore & Twelve yeares of then nexte ensueinge Yeldinge & paveinge therefore yearely existo the sayed warden & subwarden & their Suscernsfeel art the saved Colledge Caxiji xviiji ixil of lawfull in may of Englands as more playnely appeareth by the sayed / Indenture And Whereas Also the realerfeli lon of All & singular the swed premises that age other thinges by vertue of the Acte of Parliam en it made in the thirst searchof the taigne of the late tou [cr]signs Lords Lings Udwards the Sixts for the . Dissoluction of Champter: (Wieliges & tiree Chappels of by som[m]e other meanes[)] Came to the hander to position of the raved Late kinge Edwarde And Whereas the sayed Late Linge Edwarde the Sixte beinge seised as in right of his Crowne of Englands of to in the / revere[i]on of All to sing [te] for the premission, by his Let[tre]s Patent[es] bearlings Date the Parist & twentyth Days of June in the Seaventh years of his range for the Consideractition therein expressed Did gyve & grialunte vine the Baylier to Burgeries of Stratforde aforesayed & to / their Success is Amonge other thingles] All & All mann[er] of the sayed Tythered Corne graine to Heye Comynge encreasinge or Arrysinge in the Villagier's & fiveldes of Oldestratforde welcombe & Bushopt a aferciased in the tased Country of warr then or Late in / the tenure of John Borker & to the late Colledge of Stratforde vpon Avon in the tayed country of warr of late belonginge & Appler Iteyninge top[ar]cell of the porcerious thereof beinge & alsoe All & All mann[er] of the sayed Tythes of wooll Lambe & other smalle / & pryvic tythes oblac[i]ons & Alterages whatsocu[er] within the p[ar]ishe of Stratford vpon Avon aforesayed & to the sayed late Colledge of Oldstratforde vpon Avon belonginge or app[er]teyninge & then or Late in the tenure of Will[ia]m Barker or of his Assignes And the / revere[i]on & revere[i]ons whatereu[er] of All & sing[u]ler the sayed Tythes and euserlye p[ar]te & p[ar]cell thereof And the rent[es] revenues & othler) yearelye proffitt[es] whatsocu[er] reserved vpon anye Demise or grealunte of the sayed Tythes or anie pearlte or p[ar]cell thereof And Whereas / Alsoe the interest of the sayed premiss[es] in the sayed originall lease mene[i]oned and the interest of Certein Copieholdes in Shotterie in the p[ar]ishe of Stratford aforesayed beinge by good & lawfull Conveyans and Assurance in the Lawe before that tyme conveyed / & Assured to Iohn Barker of Hurste in the sayed countye of Berk Hee the sayed Iohn Barker by his Indenture bearinge Date the foure & twentyth Daye of Iune in the twoe & twentythe yeare of the raigne of the late Queene Elizabeth for the / Considerac[i]ons therein specifyed Did gyve gr[a]unte Assigne & sett over vnto S[ir] Iohn Hubande knighte broth[er] of

Babylonia, Persia, Arabia, Egypt, Rome, Greece, China—tithes were operative as a means of support of some religious faith or of the government. The Greeks paid tithes to Apollo, the Romans to Hercules, the Hebrews to Yahveh. After a great military victory both Greeks and Romans gave a tenth of their substance to their gods.

Tithes were not peculiar to the religious and political institutions of the Hebrews. Yet Genesis 14:20 records the first payment of tithes; Genesis 28:22, Jacob's ladder dream, reads "Of all that Thou shalt give me, I will surely give the tenth unto Thee"; Deuteronomy 14:22, the Mosaic law, says, "Thou shalt truly tithe all the increase of thy seed, that the field bringeth forth year by year"; and Leviticus 27:30 and 32 read, "And all the tithe of the land, whether of the seed of the land, or of the fruit of the tree, is the Lord's: it is holy unto the Lord." "And concerning the tithe of the herd, or the flock, even of whatsoever passeth under the rod [a colored stick, at the sheepcote, when the sheep came forth, to mark every tenth one], the tenth shall be holy unto the Lord." (John Selden's Historie of Tythes, 1618, p. 100, is in error in attributing tithing to Adam; there is no Old Testament evidence to support this statement.)

The New Testament contains no special enjoining of the tithe system. Early Christian enthusiasts gave their all to the faith; and during its first three hundred years, Christianity was supported solely by voluntary offerings; but by about A.D. 500 there came urges to increase tithes. Saints Jerome, Augustine, and Chrysostom, and other early Church Fathers, emphasized the right of the clergy to tithes, in return for which the contributor should receive the spiritual services of the Church free of charge. Saint Ambrose declared that God's law prescribed gifts or tithes of a tenth; other Church Fathers held not less than a tenth.

A growing church needed more and more funds with which to erect cathedrals, support monasteries, and provide for the poor and needy. Old Testament practices were at length cited anew and particularly Mosaic law. Archbishop Tillesley (1621), innocently enough, cited in support of tithes the famed "Apostolic Constitutions," now known to have been fabricated about eight hundred years after the time of the Apostles.

Selden (op. cit., p. 40) wrote that Origen (fl. A.D. 200) was the first to hold that tithes were due the clergy but need not necessarily amount to one-tenth. The Council of Tous, in 567 insisted on tithes; the Council of Mâcon in 598 enjoined tithes; Charles the Great in 779 and 787 gave legal sanction to the moral obligation to pay tithes (see Henry Hallam's View of the State of Europe During the Middle Ages, 1887, I, 619), his Capitulary dividing the tithes among the bishop, the clergy, and the poor. In 950 nonpayment of Church tithes was made legally punishable. In 1179 the Third Lantern Council forbade the detention of tithes by laymen and their transfer from layman to layman. In 1297 an Act of Mortmain forbade the alienation of property to the religious foundations without the King's license. And in 1563 the Council of Trent definitely enjoined the payment of tithes and the excommunication of those who did not pay.

The Domesday Book of 1086 scarcely mentions tithes; but a 1200 manuscript of a homily in Trinity College reads: "Hie given here tizeoe noht for to haven hevene blisse, ac for to haven here be hereword of earolie richeise." And the Robert Mannyng of Brunne Chronicles (ca. 1330) says: "He [Adelwolf] was first of Inglond bat gaf God his tipe."

The Reformation on the Continent and Henry VIII's dissolution of the monasteries in 1536 removed the Roman Catholic Church from the ecclesiastical and political scene and substituted the English Crown as supreme head of the English Church. Tithes, however, remained as taxes and they were, by civil law, required to be paid. The Church had imposed excommunication for default in paying tithes; the new regime imposed civil punishment and confisca-

the sayed raphe Hubande All & singuler the sayed laste menc[i]oned premiss[es] And all his estate right title & interest that hee then had / to come of in & to all & singuler the sayed p[re]miss[es] and of all oth[er] manno[rs] Messuages landes Tenem[en]t[es] gleebe landes tythes oblac[i]ons Com[m]odities & proffitt[es] in the sayed originall lease menc[i]oned for & duringe All the yeares & terme then to come Vnexpired in the sayed / originall lease (exceptinge as in & by the sayed laste menc[i]oned Indenture is excepted as by the same Indenture more att large maye Appeare[)] To Have And To Holde All & singuler the sayed recyted premiss[es] (excepte before excepted) to the / sayed S[ir] John Hubande his Executo[rs] and Assignes for & duringe the yeares then to come of & in the same yeldinge & payeinge therefore yearelye after the ffeast of St Michaell tharchangell nexte ensueinge the Date of the sayed laste menc[i]oned Indenture / for & duringe all the yeares menc[i]oned in the sayed first menc[i]oned Indenture then to come & not expired vnto the sayed Iohn Barker his executo[rs] Adm[inistrato]rs and Assignes one Annuall or yearelye rente of Twentye Seaven Poundes Thirteene shilling[es] ffoure / Pence by the yeare to be yssueinge & goeinge out of All the Manno[rs] Landes Tenement[es] Tythes & hereditam[en]t[es] in the sayed Indenture specyfied To bee payed yearlye to the sayed Iohn Barker his executo[rs] Adm[inistrato]rs & Assignes by the sayed S[ir] Iohn Hubande / his executo[rs] Adm[inistrato]rs & Assignes Att the ffeast[es] of the Anunciac[i]on of our Ladye & St Michaell tharchangell or within ffortye dayes after the sayed ffeast[es] in the Porche of the P[ar]ishe Churche of Stratford aforesayed by even porc[i]ons And further / payeinge Doeinge and p[er]forminge All suche oth[er] rent[es] Dutyes & servyces as att anie tyme from thence fourth & from tyme to tyme for & duringe the terme aforesayed should become due to anie p[er]sonne or p[er]sonns for the same p[re]miss[es] or anie p[ar]te thereof and / thereof to discharge the sayed Iohn Barker his executo[rs] & Adm[inistrato]rs And yf yt shoulde happen the sayed Twentye seaven Poundes thirteene shilling[es] ffoure pence to bee behinde & vnpayed in p[ar]te or in All by the space of ffortye Dayes nexte after anie of the / sayed ffeast[es] or Daies of payem[en]t in whi[ch] as is aforesayed it ought to bee payed beinge lawfullie asked That then yt shoulde bee lawfull to & for the sayed Iohn Barker his executo[rs] Adm[inistrato]rs & Assignes into All & singuler the p[re]miss[es] with their App[ur]ten[au]nces & eu[er]ye / p[ar]te & p[ar]cell thereof to reenter & the same to have againe as in his or their form[er] righte And that then & from thenceforthe the sayed recyted Indenture of Asignem[en]t and eu[er]ye Article Coven[au]nte Clause p[10]visoe & Agreem[en]t therein conteyned on the p[ar]te / & behalf of the sayed John Barker his executo[rs] Adm[inistrato]rs & Assignes to bee p[er]formed should Ceasse & bee vtterlie voyde & of none effect with Diu[er]se oth[er] Coven[au]ntes graunt[es] Articles & Agreem[en]t[es] in the sayed Indenture of

^{*}Peter Langtoft's Chronicle Improved by Robert of Brunne (Vols. III and IV of The Works of Thomas Hearne, 1810), I, 19.

Assignem[en]t[es] specified to bee / observed & p[er]formed by the sayed S[ir] Iohn Hubande his executo[rs] & Assignes As in & by the sayed recyted Indenture it Doth & maye appeare And Whereas the sayed S[ir] John Hubande Did by his Deade Obligatorie bynd himself and / his heires to the sayed Iohn Barker in A greate some of money for the p[er]formance of All & singuler the Coven[au]nt[es] gr[a]unt[es] Articles & Agreem[en]t[es] w[hi]ch on the p[ar]te of the sayed S[ir] Iohn Huband were to bee observed & p[er]formed conteyned & specyfied as well / in the sayed recyted Indenture of Assignem[en]t as alsoe in one oth[er] Indenture bearinge the date of the sayed recyted Indenture of Assignem[en]t made betweene the sayed Iohn Barker on theone p[ar]tie and the sayed S[ir]Iohn Hubande on thoth[er] p[ar]tie / As by the sayed Deade obligatorie more att large it doth & maye Appeare And Whereas Alsoe the sayed S[ir] Iohn Hubande by his laste will & testam[en]t in writinge Did gyve & bequeath vnto his Executo[rs] amongst oth[er] thing[es] the Moytic / or one half of all & singuler the sayed Tythes aswell greate as smalle before menc[i]oned to bee gr[a]unted to the sayed Baylyffe & Burgesses of Stratford for & duringe soc Longe tyme & untill of the yssues & proffitt[es] thereof soe much as with oth[er] thing[es] in his sayed will to that / purposse willed Lymitted or Appointed shoulde bee sufficient to Discharge beare & paye his funeralls Debt[es] & Legacies And alsoe by his sayed laste will & testam[en]t did gyve & bequeath the oth[er] moytie or one half of the sayed Tythes vnto the sayed raphe / Hubande & his assignes duringe All the yeares to come in the sayed ffirst menc[i]oned Indenture & not expired payeinge the one half of the rent[es] & oth[er] Charg[es] Dewe or goeinge out of or for the same That is to saye the one half of Tenne / poundes by yeare to bee payed to the sayed Iohn Barker over & above the rent[es] thereof reserved vpon the sayed originall lease for the same As by the sayed will & testam[en]t more playnelye Appeareth This Indenture nowe witnesseth / that the sayed raphe Hubande for & in considerac[i]on of the som[m]e of ffoure Hundred & ffourtye Poundes of lawfull Englishe money to him by the sayed will[ia]m Shakespeare before thensealinge & Deliu[er]ye of thees p[rese]ntes well & truelye contented & payed whereof & / of everye p[ar]te & p[ar]cell whereof hee the sayed raphe Hubande dothe by thees p[rese]ntes acknowledge the receipt And thereof & of eu[er]ye p[ar]te & p[ar]cell thereof dothe clerely acquite exon[er]ate & discharge the sayed the sayed will[ia]m Shakespear his Executo[rs] and Adm[inistrato]rs for- / ever by thees p[rese]ntes Hathe Demised graunted Assigned & sett over & by thees p[rese]ntes Dothe Demise gr[a]unte Assigne & sett over vnto the sayed will[ia]m Shakespear his executo[rs] & Assignes the PP XX Moytie or one half of All & singuler the sayed / Tythes of Corne grayne blade & heye yearelye & from tyme to tyme cominge encreasinge reneweinge Arrysinge groweinge issueinge or happenynge or to bee had receyved p[er]ceyved or taken out of vpon or in the

tion of the property. In the instances of a lease of tithes, default in payment was tantamount to re-entry by the prior lessor.

Commonly tithes were payable only of such things as yield a yearly natural increase, and generally once a year. Thus tithes, or taxes, of any sort, during a long period were paid "in kind." This phrase recurs in old tax and subsidy reports. In the light of the nature of the annual increase or earnings, three kinds of tithes were recognized: (a) "praedial," coming directly from the ground, including grain, hay, wood; (b) "mixed," coming from things nourished by the ground, such as colts, lambs, eggs; and (c) "personal," that which was the result of labor or of industry, including fish, metals, jewelry, et cetera.

The older law books have the phrase "payable for the Maintenance of a Parish Priest, by everyone that hath Things titheable, if he cannot shew a special Exemption" (Thomas Wood's An Institute of the Laws of England, 1772, p. 157). Sir William Kerle, a judge of the reign of Edward III, declared: "A man cannot grant his tithes which are out of the parish to whom he likes, for the bishop of the place shall have them." Sir Edward Coke (The Second Part of the Institutes of the Laws of England, 1797, p. 646) says of Kerle's pronouncement: "Hee grounded his opinion in this case upon the canon law, which is, that the bishop is to have all tithes growing in lands not assigned to any parish within his diocese. Yet this canon being against the law of the land, never had allowance within this realme, for in such part of forests as are out of any parishes, the king shall have them."

The church in Stratford-upon-Avon dates from Saxon times. A Saxon monastery had been in existence there as early as 806; and, while no known archaeological vestige remains of so old a monastery, probably the present church, which was the chapel of the College, was erected on the older foundation. John de Stratford, a native son of Strat-

⁴ Although John de Stratford is credited with founding the "College" (see reports of Commissions under Henry VIII and Edward VI, quoted in Arthur F. Leach's English Schools at the Reformation,

ford and Archbishop of Canterbury, rebuilt the church in the early fourteenth century and founded therein a chapel dedicated to the martyred St. Thomas à Becket. In 1332, with the consent of the Bishop of Worcester, he founded a chantry for "one Warden, fyve prestes and 4 querysters," one of the priests being warden. For the maintenance of the priests, John left one messuage in Stratford and the manor of Inge, modern Ingon-by-Welcombe.

Ralph de Stratford, nephew of John, and Bishop of London, 1340 to 1354, added a "mansion house" to the church in 1351. This is the building which Leland saw in 1542 and reported to be "an ancient pece of worke of square stone hard by the cemitory." From the time of Henry VI, when the chantry was converted into a college, Ralph de Stratford's house was known as the "College." Other inhabitants of Stratford, among whom were Dr. Thomas Balsall and Ralph Collingwood, added to the wealth of the Stratford church, among which were lands at Stratford, Binton, and Drayton.

In 1536, by Act of Parliament, the College was dissolved from the Mother Church as a part of the general dissolution of the English monasteries. The Act provided for direct appropriation to the Crown of all monastic groups which had an income of under £200. The survey of 1534-35 gave the income of the College as £128. But dissolution does not seem to have taken effect immediately, because surveys of 1546 and 1547 under Henry VIII and Edward VI' recount the number of priests residing there and list the income of the College as £127 18s. 9d. (Leach, op. cit., pp. 233, 238). Anthony Barker, who leased the Stratford Tithes to William Barker, was Townes villages hamlett[es] groundes / & ffyeldes of Stratforde Oldestratforde welcombe & Bushopton aforesayed in the sayed Countye of warr And Alsoe the xxxx Moytie or one half of All & singuler the sayed Tythes of wooll Lambe & oth[er] smalle & Pryvie Tythes Herbage oblac[i]ons obvenc[i]ons / Alterag[es] mynum[en]t[es] & offering[es] whatsoeu[er] yearelye & from tyme to tyme cominge encreasinge reneweinge or happeninge or to bee had receyved p[er]ceyved or taken within the p[ar]ishe of Stratforde vpon Avon aforesayed And Alsoe the Moytie or one half / of All & All mann[er] of Tythes as well greate as smalle whatsoeu[er] w[hi]ch were by the laste will & testam[en]t of the sayed S[ir] Iohn Hubande Gyven & bequeathed to the sayed raphe Hubande Arrysing encreasinge reneweinge or groweinge within the sayed / p[ar]ishe of Stratford vpon Avon And whereof the sayed raphe Hubande hath att anie tyme heretofore been or of right ought to have been possessed or whereunto hee nowe hath or att anie tyme hereafter should have Anie estate right or int[er]est / in possession or reu[er]c[i]on And All thestate right tytle int[er]est terme claime & Demaunde whatsoeu[er] of the sayed raphe Hubande of in & to all & singuler the p[re]misses hereby lastelye menc[i]oned to bee gr[a]unted & assigned & eu[er]ie or anie p[ar]te or p[ar]cell thereof And the / reu[er]c[i]on & reu[er]c[i]ons of all & singuler the sayed p[re]miss[es] And All & singuler rent[es] & yearely proffytt[es] reserved vpon Anie Demise gr[a]unte or Assignem[en]t thereof or of anie p[ar]te or p[ar]t[es] thereof heretofore made (The Pryvie Tythes of Luddington And / suche p[ar]te of the Tythe Heye & pryvie Tythes of Bushopton as of right Doe belonge to the vicar Curate or minister there for the tyme beinge Alwayes excepted & foreprised) To have and to holde All & eu[er]ye the sayed Moyties / or one halfe of All & singuler the sayed Tythes before in & by thees p[rese]ntes lastelye menc[i]oned to bee gr[a]unted & Assigned & eu[er]ye p[ar]te & p[ar]cell of them & eu[er]ye of them And All thestate righte tytle & intereste of the sayed raphe Huband of in & / to the same And All oth [er] thatore Demised p[re]miss[es] & eu[er]ye p[ar]te & p[ar]cell thereof (except before excepted) vnto the sayed will[ia]m Shakespear his Executo[rs] & Assignes from the Daye of the Date hereof for & duringe the residewe of the sayed terme of / ffourescore & twelve yeares in the sayed first recyted Indenture menc[i]oned & for suche & soe Longe terme & tyme & in as large ample & benefyciall mann[er] as the sayed raphe Hubande shoulde or oughte enioye the same Yeldinge & payeinge / therefore yearely duringe the residewe of the sayed terme of ffourescore & twelve yeares w[hi]ch bee yet to come & vnexpired the rent[es] hereafter menc[i]oned in mann[er] and forme followeinge That is to saye vnto the Baylyffe & Burgesses of Stratford aforesaied / & their Successo[rs] the yearelye rent of Seaventeene poundes Att the ffeast[es] of S[t] Michaell tharchangell & the Anunciac[i]on of blessed Marye the virgin by equall porc[i]ons And vnto the sayed Iohn Barker his

^{1546-8, 1896,} pp. 233, 238), the church existed long before his time; parts of the building date from about 1200.

^aThese same surveys also give reports on the income of the Stratford Gild. The survey of 37 Henry VIII, 1546 (see Dugdale's Antiquities of Warwickshire, 1730, II, 696) mentions "Lands and Tenements [of the Stratford Gild], with Tithes of Wylmycote," which were valued at "50 I. 23 d. ob. per an."; and the rent roll for Edward VI, 1547, shows that the tithes of Wilmcote were let for "20s per annum" and that the total revenue of the tithes of the Gild were "449 18s, 8½d."

Executo[15] Adm[inistrato]rs or Assignes the Annuall or yearelye rente / of ffyve Poundes Att the ffeaste Dayes & place lymitted appointed & menc[i] oned in the sayed recyted Indenture of Assignem[en]t made by the sayed Iohn Barker or within ffortye Dayes after the sayed feaste Dayes by even porc[i]ons As p[ar]cell of the sayed Annuall rent of / twentye Scaven Poundes Thirteene shilling[es] foure pence in the sayed Assignem[en]t menc[i]oned And the sayed raphe Hubande Dothe by thees p[rese]ntes for him his heires executo[15] & Adm[inistrato]rs Coven[au]nte & gr[a]unte to & with the sayed will[ia]m Shakespear his executo[15] adm[inistrato]rs & Assignes That Hee the sayed raphe Hubande Att the tyme of thensealinge & Delyu[er]ie of thees p[rese]ntes hath & att the tyme of the first Execuc[i]on or intenc[i]on of anie execuc[i]on of Anie estate by force of thees p[rese]ntes shall Have / full power & lawfull & sufficient Aucthoritie certeinlie suerlye & absolutelie to gr[a]unte Demise Ass[i]gne & sett over All & eu[er]ye the sayed Moyties or one Halfe of All & singuler the sayed Tythes & oth[er] the p[re]misses before in thees p[rese]ntes lastelye / Menc[i]oned to bee Assigned & sett over & eu[er]ye p[ar]te & p[ar]cell thereof vnto the sayed will[ia]m Shakespear his executo[rs] & assignes accordinge to the true meaninge of thees p[resen]tes And Alsoe that the sayed will[ia]m Shakespear his executo[rs] adm[inistrato]rs or assignes shall & / maye from tyme to tyme & att all tymes duringe the residewe of the sayed terme of floure score & Twelve yeares yet to come & vnexpired for the yearelye seu[er]all rent[es] above by thees p[rese]ntes reserved peaceablie lawfullye & quietlie have holde / occupie, possesse & enioye All & eu[er]ye the sayed Moyties or one halfe of All & singuler the sayed Tythes of Corne graine blade Heye woolle lambe & oth[er] small & pryvie Tythes Herbage oblac[i]ons obvenc[i]ons offering[es] & oth[er] the p[re]miss[es] before by thees p[resen]t[es] gr[a]unted & / assigned & eu[er]ye p[ar]te & p[ar]cell thereof (excepte before excepted) w[i]thout anie lett trouble entrie distresse claime Deniall interrupc[i]on or molestac[i]on whatsoeu[er] of the sayed raphe Hubande his executo[15] Adm[inistrat]ors or Assignes or of anie oth [er] p[er] sonne or p[er] sonns havinge / or clayminge to have or w[hi]ch att anie tyme or tymes hereafter shall or maye have or claime to have anie thinge of in or to the afore gr[a]unted p[re]miss[es] or anie p[ar]te thereof by from or under the sayed raphe Hubande his executo[15] Adm[inistrato]rs or Assignes / or anie of them or by from or und[er] the sayed S[ir] Iohn Hubande or by their or anie of their meanes consent forfeiture act or p[ro]curem[en]t And w[i]thout anie Lawfull lett trouble distresse claime Denyall entrie or demaunde whatsoeu[er] oth[er] then for the sayed yearely / rent of Twentye seaven poundes thirteene shilling[es] ffoure pence by the sayed recyted assignem[en]t reserved of the sayed Iohn Barker his executo[15] Adm[inistrato]rs or Assignes or anie of them or of anie p[er]sonne or p[er]sonns clayeming by from or und[er] them or anie of them Thestate / & interest of the Lorde Carewe of in & to the

warden at this time. After the Chantries Act of 1547, along with all college chantries and free chapels, the Stratford College was suppressed.

In 1544 the Stratford Collegiate Church⁶ was in possession of lands, parsonages, and other buildings and also of tithe rights—that is, the claim to one-tenth of the annual produce of hay, grain, lambs, wool, etc., over a wide district which included Stratford proper, Old Stratford, Welcombe, Bishopton, and various other villages. These College interests were subject to reservation of earlier interests, such as the right of the priest of the chapel at Bishopton to the "mynute tythes." These little interests held in subsequent leases and sub-

One of the duties of the warden of the College was to care for the College income, and in so doing he had the right to lease College property. On September 7, 1544, Anthony Barker leased the College property to William Barker, who may have been a relative.7 Tucker Brooke suggests that the lease may have been entered as a precautionary measure against state interference or confiscation.8 The lease was for ninety-two years, 1544 to 1636, when the property was to revert automatically to the original owner. Barker or his heirs were to pay the College a rental of £122 18s. 9d. for the use of the entire College property with the exception of the "mansion

The history of the tenancy and ownership of the "college" or "mansion house" itself is rather confusing. This building was leased by a document¹⁰ dated October 5, 1544 (manuscript in the Strat-

⁶ The College had a tithe barn situated on the mud-wall border line between the Old Town and the New Town. Hugo Reynolds (†1556) rented this barn for a time. His wife, Joyce, was a daughter of Walter Blount of Gloson Park. Later Thomas Combe owned one-half of the barn, and the Stratford Corporation the other half.

[†]William executed Anthony's will in 1553 (see Savage and Fripp's Minutes and Accounts, I, 14). A question of its legality has been raised; but no such question appears to have been raised at that

^a "Shakespeare's Moiety of the Stratford Tithes," Modern Language Notes, XL (1925), 463.

Barker's lease was subject to certain small in-

¹⁰ Miscellaneous Documents, ix, 2.

ford archives), to William Barker for a term of seventy years. Apparently the house was unoccupied from 1547 to 1551, in which year Edward granted it to John Dudley, Earl of Warwick. It was forfeited to the Crown, regranted in 1562 while in the tenancy of John Combe to Ambrose Dudley, Earl of Warwick, and leased to Richard Coningsby in 1574-75 for twenty-one years. Barker, however, is listed as one of the tenants of the Earl of Warwick on October 6, 1500, and mention is made of the seventy years' lease of 1544 (Savage and Fripp, Minutes and Accounts, IV, 113). From the will of Thomas Combe (†1609), it is clear that he was living in College House and that he had a lease effective until 1644.

When the entire College property passed to the Crown in 1547 and when later grants were made, early leases held. In 1553 the Royal Charter¹¹ granted by Edward VI to the Corporation of Stratford-upon-Avon conveyed to the Corporation the tithes of corn, grain, and hay in Old Stratford, Welcombe, and Bishopton and little tithes in the parish (hereafter called the Stratford Tithes) as an endowment for a school and an almshouse. The share of the original rental of £122 18s. 9d. which the Corporation was to receive was £34. Corporation accounts contain records indicating that this sum or portions of it were paid by successive farmers. It is clear that the bulk of the property of the dissolved College was vested as a freehold in the Crown. A letter of November 1598 from Abraham Sturley to Richard Quiney, then in London on Corporation business, mentions the possibility of securing "the rest of the tithes and the College houses and landes you speak of."12

From William Barker (dead by 1580) the 1544 lease passed to John Barker, probably his son. On June 24, 1580, John Barker assigned his lease²³

Tythes of Bridgtowne & Ryen Clyfforde & the int[er]est of S[ir] Edwarde Grevill knight of & in the Moytie of the Tythe Heye woolle lambe & oth [er] smalle & pryvie Tythes oblac[i]ons obvenc[i]ons offering[es] & p[ro]ffitt[es] before by thees / p[resen]tes gr[a]unted & assigned vnto the sayed will[ia]m Shakespear w[hi]th is to endure vntill the feast of St Michaell tharchangell next ensueinge the Date hereof & noe longer onelye excepted & foreprised And the sayed raphe Hubande doth by thees p[rese]ntes for him his heirs / executo[15] & adm[inistrato]rs Coven[a]unte & gr[a]unte to & w[i][th] the sayed will[ia]m Shakespear his executo[15] Adm[inistrato]rs & Assignes That All & eu[er]ye the sayed Moyties of the sayed Tythes before menc[i]oned to be gr[a]unted to the sayed will[ia]m Shakespear & oth[er] the p[re]miss[es] (except before / excepted) nowe are & soe from tyme to tyme & att All tymes hereafter duringe the residewe of the saied terme of flourescore & Twelve yeares yet to come & unexpired according to the true meaninge hereof shalbe remaine & Contynewe vnto the sayed / will[ia]m his executo[15] or Assignes ffree & Clere & freelye & clerelye acquyted exon[er]ated & discharged or well & sufficientlie saved & kept harmelesse of & from All & All mann[er] of b[ar]gaines sales guift[es] Assignem[en]t[es] leases recognizanc[es] statut[es] m[er]cheant & of the Staple / outlaries Iudgem[en]t[es] execuc[i]ons titles troubles Charg[es] encumbr[a]unc[es] & Demaundes whatsoeu[er] heretofore had made done comitted omitted or suffered or hereafter to bee had made Done comitted omitted or suffered by the sayed raphe Hubande S[ir] Iohn / Hubande & Iohn Barker or anie of them their or anie of their executo[17] adm[inistrato]rs or Assignes or anie of them or anie p[er]sonne or p[er]sonns whatsoeu[er] Clayminge by from or vnder them or anie of them or by their or anie of their meanes Act title gr[a]unte forseiture consent or p[ro]curem[en]t (except before excepted) and alsoe that Hee the sayed raphe Hubande his executo[15] adm[inistrato]rs & assignes shall & will from tyme to tyme & att all tymes duringe the space of Three yeares next ensueing vpon / reasonable requeste & att the Costes & Charg[es] in the lawe of the sayed will[ia]m Shakespeare his executo[15] or assignes Doe p[er]forme & execute & cause p[er]mitt and suffer to bee Done p[er]formed & executed All & eu[er]ye suche furth[er] & reasonable Acte & Act[es] / thinge & thing[es] devyse and devyses in the Lawe whatsoeu^[er] bee yt or they by anie meane course Acte Devise or Assurans in the lawe whatsoeuler As by the sayed will [ia]m Shakespear, his executo[12] or assignes or his or their learned Councell / shalbe reasonablie Devised advised or required for the Confirmac[i]on of thees p[rese]ntes or for the furth[er] or more better or firm[er] Assurans suertye suermakinge & Conveyeinge of All & singler the p[re]miss[es] before by thees p[rese]nt[es] Demised & assigned or ment or / intended to bee Demised & assigned & euler)ye p[ar]te & p[ar]cell thereof vnto the sayed will[ia]m Shakespear his executo[rs] & assignes for & duringe all the residewe of the sayed terme of ffourescore &

See chapter v, Volume I, especially pp. 35-36.
 Edgar L Fripp, Master Richard Quyny, 1924,
 147.

²³ A lease was, as today, a legal writing that could be bought and sold. It could be devised in a will; it could be subleased; it could be parceled out and sublet by parcels. A lease was signed and sealed; and when it was assigned to a second party the deed of

twelve yeares w[hi]ch bee yet to come & unexpired According to the tenor & true / meaninge of thees p[rese]ntes Soe as the sayed the sayed raphe Hubande his executo[rs] or Assignes bee not hereby compelled to travell from Ippesley aforesayed for the Doeinge thereof and the sayed will[ia]m Shakespear doth by thees p[rese]ntes for him his heires / executo[rs] & adm[inistrato]rs Coven[a]unte & gr[a]unte to & w[i]th the sayed raphe Hubande his executo[rs] ad[ministrato]rs & assignes That hee the sayed will[ia]m Shakespeare his executo[rs] ad[ministrato]rs or assignes shall & will Duringe the residewe of the sayed terme of ffourescore & / twelve yeares wh[i]ch bee yet to comme & unexpired yearclie content & paye the scu[er]all rent[es] abovemenc[i]oned vidlt Seaventene poundes to the Baylief & Burgesses of Stratford aforesayed & fyve poundes to the sayed John Barker his / executo[rs] or assignes att the Dayes & places aforesayed in w[hi]ch it ought to bee payed accordinge to the purporte & true meaninge of thees p[rese]ntes And thereof shall & will Discharge the saied raphe Hubande his executo[rs] Adm[inistrato]rs & / assignes In witnes whereof the p[ar]tyes abovesayed to thees p[rese]ntes interchangeablie have sett their scales the Daie & yeare ffyrst above written.

raffe Huband.

Sealed and delivered in the presence of

William Huband
Anthony Nasshe* [Endors

[Endorsement is not on the recto, but on the verso.]

Fra: Collyns

*Anthony Nash was the father of Thomas Nash (1593-1647), who married Elizabeth Hall, the granddaughter of William Shakespeare. Anthony, whose father was a Thomas Nash (died June 2, 1587, at Aylesworth), was a well-to-do resident described as of Welcombe and Old Stratford. Anthony and his son Thomas were remembered in Shakespeare's will by gifts of funds for rings. Anthony died in 1622, his oldest son Thomas being his successor, to whom his father bequeathed two houses and a piece of land near the bridge called Butt Close. On September 24, 1642, among "the names of such persons within the borough of Stratford-upon-Avon who by way of loane have sent in money and plate to the King and Parliament" there is the entry: "Thomas Nashe esq' in plate or money paid in at Warr 100"." The Nashes were both well-to-do and socially conspicuous. The Visitation of 1619 lists Thomas Nash as "gentleman." He was a barrister by profession. For further details about Thomas Nash, see chapters xli, Volume I, and exii, below.

to Sir John Huband, who seems to have held the property prior to that date. Barker reserved to himself a yearly rent of £27 13s. 4d.; a sum in addition, of course, to the amount due the owners of the property. Huband's lease included

assignment was also signed and sealed. It was a conveyance—a contract binding on each party to the contract, one (vendor) to deliver in full a commodity or obligation stated in the lease, and the other (vendee) to pay certain rentals (usually by the year) for use of the commodity. Hence the lessor commonly gave bond for the fulfillment of his ob-

all manors, messuages, lands, obligations, commodities, profits, etc., in "the sayed original lease [1544] mencioned."

After Sir John's death on December 24, 1583, his will provided that his "moietie" of the Stratford Tithes be di-

ligation. The operative or enacting clause in a lease was "to demise, lease and to farm let." A lease conveys, not the property itself, but the right to use the property. A lease thus always recognizes the prior right of greater interest or a vested interest—the actual owner of the property. Hence in a lease, the ownership of a property was never conveyed but

vided into two parts: one part to his executors, 15 and one part to his brother Ralph Huband. The part bequeathed to Huband's executors was leased by Abigail Lady Digby and was sublet by her to William Combe from Lady Day 1596 for twenty-one years. Reversionary rights passed to her son Sir John, and were assigned by him to Humphrey Colles, and by Colles to Thomas Greene on March 1, 1609. The completion of this transaction seems to have been delayed until September 1, 1614. (For a discussion of Greene's interests in the Tithes, see chapter lxxxiv.)

The Stratford Corporation "Rent Rolle of all the Landes and Tenementes belonginge to the Bailiffe and Burgisses of the Boroughe of Stratforde-vpon-Avon," for the year 1596, has the following entry: "thexecutours of Sir John Huband doe holde all maner of tythes of corne, grayne, and hey, in the townes, hamlettes, villages, and fieldes of Olde Stratford [note that Stratford no longer appears in the list], Welcome and Bishopton, and all maner of tythes of woole, lambe, hempe, flaxe, and other small and privie tythes, for the yerely rent of xxxiiij. li. paiable at our Lady Day and Michaelmas." Thomas Greene some

only the right to use the property. The lessor, whether a person, a college, or a corporation, was always a landlord to the lessee. Such a lease was for life, for a term of years, or at will. Always a lease had reentry rights to the lessor; he had the legal right to re-enter or re-occupy the property if the lessee did not pay his rent, etc. The responsibility for the payment of subtithes by the small tenant to the lessee was not the responsibility of the lessor. It was the matter of legal responsibility to him of the small tenants in Shakespeare's Tithes that prompted him to take legal action (1611) to determine those individual responsibilities.

Thus, after the Statute of Uses (Henry VIII), lease and release came to be a mode of English conveyance of property: (a) a lease for a year was made by way of bargain and sale which gave seizin without entry or actual possession; (b) the vendor then released the reversion to the vendee by ordinary deed or grant. In 1841 this mode was superseded by "simple release" and in 1845 by a "grant" under 8 and 9 Victoria, c. 106.

¹⁶ Stratford-upon-Avon Expired Leases, Tithes, fol. 406.

²⁵ Some scholars appear to have believed that Huband left this part of his tithes to the Corporation (see Halliwell-Phillipps' transcript, Outlines, 1882, II, 19 fit; Savage and Fripp, Minutes and Accounts, III, 59, note 1), but such was not the case—Huband's will did bequeath 100 marks to the Corporation for charitable purposes (Savage and Fripp, op. cit., III, 124–25).

years later, in his own handwriting, in the place of "thexecutours of Sir John Huband," wrote "Mr. Thomas Combes and Mr William Shakespeare." Of course, Thomas Combe did come into possession of a part of the tithes bequeathed by Sir John Huband to his executors; but William Shakespeare never owned any part of this "moitie"—his was the part bequeathed to Ralph Huband by his brother.

On July 24, 1605, a "moitie" of the Stratford Tithes was legally assigned by Ralph Huband¹⁶ to "william Shakespear of Stratforde vpon Avon in the sayed Countye of warr gent." The price paid for the remaining thirty-one years of the original (1544) ninety-two-year lease was £440 (about \$17,600).

A careful examination of this assignment of the lease of the Stratford Tithes to William Shakespeare will show that approximately the first half of the document presents the prior legal history, step by step as given above, of the lease of these tithes. The second half is the present deed of assignment of that lease to William Shakespeare. The document, for all its length, merits critical study.

A transcript of this document (Wheler MSS in the Birthplace Museum) was printed complete in Halliwell-Phillipps' *Life of William Shakespeare* (1848, pp. 210-16), and in his Outlines (1886 ed., II, 19-24).

This deed of assignment, dated July 24, 1605, was between "raphe Hubande of Ippesley" and "william Shakespear of Stratforde vpon Avon." Then follows a recital of the legal history of the Tithes: (1) Anthony Barker, warden of the College, had leased ("Demysed graunted & to farme Lett") them, in 1544, to William Barker for ninety-two years. All the "Tythes of Corne Grayne Blade & Heye" of "Stratforde vpon Avon Oldestratforde Welcombe & Bushopton," the "Tythes of wooll Lambe & other small & pryvie Tythes," lands, buildings, etc., for a rental of £122 18s. 9d. (2) In the first year of the reign of Edward VI

(the deed makes mention of the Act of Parliament of 1536 which dissolved the College) the College properties reverted to the Crown. (3) On June 28, 1553, the Crown granted the College Corporation "All & All manner of the sayed Tythes of Corne graine & Heye Comynge encreasinge or Arrysinge in the Villages & ffyeldes of Oldestratforde welcombe & Bushopton & alsoe All & All manner of the sayed Tythes of wooll Lambe & other smalle & pryvic tythes" (4) On June 24, 1580, John Barker assigned the remainder of the ninety-two-year lease, from 1544, to Sir John Huband all "mannors Messuages landes Tenementes gleebe landes tythes oblacions Commodities & proffittes in the sayed originall lease mencioned." Barker reserved for himself a rental of £27 13s. 4d. (5) At Sir John's death he bequeathed half of the "sayed Tythes" to his brother Ralph, and the other half to his executors. The lease then proceeds to give the details of the transaction. (6) For £440 Shakespeare bought the Tithes of "Stratforde [but this word is merely repeated from the lease of 1544: no part of Shakespeare's tithes were in Stratford Oldestratforde welcombe & Bushopton." (7) It is the "Moytie or one half of All & singuler the sayed Tythes of Corne grayne blade & heye" and the "Moytie or one half of All & singuler the sayed Tythes of wooll Lambe & other smalle & Pryvie Tythes within the parishe of Stratforde vpon Avon [about one-eighth of the entire Stratford Tithes]." (8) Rights of reversion to "raphe Hubande" are recognized. (9) Ralph Huband assigns all his lease rights to William Shakespeare. (10) The assignment is for the residue (31 years) of a lease (92 years) made in 1544. (11) The rents are a half of £34, or £17, to the Stratford Corporation and a half of £10, or £5, to John Barker or his heirs. (12) Ralph Huband covenants that he has full power to assign this residue of the 1544 lease. (13) Huband covenants that Shakespeare shall have full and unmolested occupancy of the tithes from himself, from Sir John Huband, and from John Barker. (14) During three years

Ralph Huband will perform such legal acts as may be necessary for clear title to William Shakespeare. (15) Shakespeare covenants to pay the £17 and the £5 rents. (16) The document is then signed and sealed by Ralph Huband and also delivered in the presence of William Huband, Anthony Nash, and Francis Collins.

There are further considerations: the Stratford Tithes are never mentioned in the subsequent documents (except Shakespeare's will of 1616, which does devise them to his oldest daughter, Susanna Shakespeare-Hall) of 1639, 1647, 1652, 1653, 1670, and 1675. Two facts will clarify this: (a) the Tithes, being a lease and not a property holding in see simple, could not become a part of Shakespeare's entail; and (b) in 1624 John Hall sold the Stratford Tithes to the Corporation for £400; this was when the lease had still twelve years to run before the ninety-two-year lease of 1544 would expire automatically and the Tithes revert to the Stratford Corpora-

The matter of Shakespeare's income from the Tithes needs clarification: When in 1624 the Corporation bought the Tithes, it obtained no less than £90 (\$3,000; see Halliwell-Phillipps' Outlines, II, 348), for one year's product. On their investment of f_{400} , then, £90 was a gross return of 221/2 per cent. What the possible net income was cannot now be determined. Shakespeare's own gross income has been given as £60 (\$2,400). On an original investment of £440 (\$17,600), that was nearly 14 per cent. Of this £60, however, £17 (\$680) had to be paid to the Corporation and £5 (\$200) to John Barker or his heirs—a total of £22 (\$880). Thus his approximate net income, when he first bought the Tithes, was £38 (\$1,520), or approximately 10 per cent. If in 1605 Shakespeare's gross income from the Stratford Tithes was nearly 14 per cent and by 1624 the gross income had increased to virtually 221/2 per cent, it is evident that in the dramatist's possession the Tithes rapidly increased in value. Perhaps his 1611 bill of complaint, discussed later in this vol-

Mrs. Stopes (Shakespeare's Environment, 1914, p. 82) is in error when she says Sir John Huband sold them to Shakespeare.

ume, in the Court of Chancery to determine individual responsibilities of his sublease tenants in the matter of their paying their tithes effected an increase in the yearly income.

The increase in value of the College property can be seen in the value of 1544 when Barker leased the property for £122 18s. 9d. in contrast with the value of £480 in 1611 (see bill of complaint, Document 214, p. 417).

For the bond executed by Ralph Huband to insure the completion of this transaction, see chapter lxxii, below.

It has been pointed out that Barker's lease of 1544 gave him or his heirs reentry rights if the mean rent of £27 13s. 4d. were not paid. On all this College property, the sublessees (more than forty persons were concerned by 1611) were supposed to pay a portion of the rental due Barker's heirs as well as their portion of the reserved rental due the owners of the property. Shakespeare had leased, in 1605, half of the Stratford Tithes or that portion of the original College property granted to the Corporation in 1553. According to the deed of conveyance Shakespeare was to pay £5 to Barker's heirs and £17 to the Corporation, which was the actual owner. Since there were numerous leases and subleases during the ninetytwo years of the duration of Barker's original lease and since many of these documents were not specific about the amount each holder was to pay to the original lessor, Barker or his heirs, a great deal of confusion arose because persons holding leases either did not know what part they were to pay or, being not bound by specific legal requirements in their leases, refused to pay anything. When this situation arose, all those holding leases were threatened with the loss of their holdings, because Barker's heirs had the right of re-entry. Consequently, in 1611, Shakespeare, Richard Lane, and Thomas Greene entered a bill of complaint in the Court of Chancery in order to have prorated the part which each tenant should pay on the reserved rental; see chapter lxxxiv, below, for the documents concerned and a discussion of the problem.

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LXXII

THE BOND OF RALPH HUBAND GUARANTEEING TO WILLIAM SHAKESPEARE THE LEASE OF THE STRATFORD TITHES, 1605

HE bond given by Ralph Huband to William Shakespeare in 1605 was a thoroughly conventional legal intrument of the day. The bond proper

strument of the day. The bond proper is in the abbreviated legal Latin found in all such documents, and the specific details to which the bond applies are written in English. (A somewhat detailed discussion of Elizabethan bonds may be found in this work in connection with Shakespeare's marriage bond, chapter xxv, Volume I.) The original, which measures approximately 14 by 3 inches, is Miscellaneous Documents ii, 3, in the Birthplace Museum. Certainly the deed of assignment of July 24, 1605, and this bond, executed the same day, were complemental parts of one legal transaction: (a) this bond specifically refers to a "certein writinge" of the same date; and (b) the witnesses to the two documents are identical. This document is reprinted by Halliwell-Phillipps in his Life of William Shakespeare (1848, p. 216) and in his Outlines (II, 25). The original is virtually without punctuation. Here it is given as Document 182, with the originally abbreviated words spelled out in full and, for clearness, a minimum of punctuation supplied.

"Raffe Huband," the executor of this bond, was the brother of Sir John Huband, who on his death in December 1583 in his will had devised a "moietie" (approximately half) of his holdings in the Stratford Tithes to this Ralph Huband. On July 24, 1605, Ralph Huband executed this deed of assignment of those tithes to William Shakespeare. Huband was lord of the manor of Ipsley in Warwick. On April 23, 1584, according to the Broadway Register, he married Anne Datson, daughter and heiress of Anthony and Anne Datson

of Dumbleton and Wormington near Broadway. The inventory of his lands and goods, made on January 31, 1606, is at present in the Birmingham Probate Registry (see *Calendar of Worcester* Wills, 1606, 90b). He is described as

[DOCUMENT 182]

[RALPH HUBAND'S BOND TO SHAKESPEARE CONCERNING THE LEASE OF THE STRATFORD TITHES, 1605]

Nouerint universi per presentes me Radulphum Huband de Ippesley in comitatu Warwici, armigerum, teneri et firmiter obligari Willielmo Shakespear de Stratforde super Avon in dicto comitatu Warwici, generoso, in octingentis libris bone et legalis monete Anglie solvendis eidem Willielmo, aut suo certo attornato, executoribus vel assignatis suis, ad quam quidem solucionem bene et fideliter faciendam obligo me, heredes, executores et administratores meos, firmiter per presentes sigillo meo sigillatas. Datum vicesimo quarto die Julii, annis regni domini nostri Jacobi, Dei gracia Anglie, Scocie, Francie et Hibernie regis, fidei defensoris, &c. scilicet, Anglie, Francie et Hibernie tercio & Scocie tricesimo octavo.

The condicion of this obligacion is suche that if thaboue bounden Raphe Hubande, his heires, executors, administrators and assignes, and euerye of them, shall and doe, from tyme to tyme and att all tymes, well and truelye observe, performe, fulfill and keepe all and euerye couenaunte, graunte, article, clause, sentence and thinge mencioned, expressed and declared, in a certein writinge indented, bearinge date with thees presentes, made betweene the sayed Raphe Hubande on thone parte and the abouenamed William Shakespear on thother parte, and which, on the parte and behalf of the saied Raphe, his heires, executors, administrators and assignes, or anie of them, are to bee obserued, performed, fulfilled or kept, according to the purporte and true meaninge of the saied writinge, that then this present obligacion to bee voyde and of none effect, or els to stand and abide in full force, power and vertue.

Raffe Huband

Sealed and delivered in the presens of

William Huband Anthony Nasshe Fra Collyns "Right Worshipful." To his Broadway relative, "Mr. Walter Savage," he owed £6 for sheep; and to "Mr. William Sheldon," also of Broadway, he owed £20. There then follow the items here given as Document 183. It is not known

band (4) binds his heirs or assigns as well as himself (5) to Shakespeare or his heirs and assigns; and (6) Shakespeare may be represented by his attorney—"aut suo certo attornato." (7) The bond is dated July 24, 1605. As for the

[English translation]:

Know all men by these presents that I Ralph Huband, armiger, of Ipsley, in the county of Warwick am held and firmly bound to William Shakespeare, gentleman, of Stratford-on-Avon in the said county of Warwick in the sum of eighty pounds of good and legal English money to be paid to the same William or his certain attorney, executors, or assigns, to the certain payment of which I firmly bind myself, my heirs, executors, and administrators by these presents, sealed with my scal. Given the twenty-fourth day of July in the year of the reign of our master James, by the grace of God, King of England, Scotland, Ireland, and France, and Defender of the Faith, etc., to-wit: the third year of his reign over England, France, and Ireland and the thirty-eighth year of his reign over Scotland.

[DOCUMENT 183]

[INVENTORY OF RALPH HUBAND'S LANDS AND GOODS RECORD-ING MONEY OWED HIM BY SHAKESPEARE, 1606]

why Shakespeare owed Huband money; there is no evidence that a mortgage was used as partial payment for the Stratford Tithes.

The actual dates of Ralph Huband's birth and death have not come to light. In the settling of his estate, his widow Anne functioned as administrator.

This bond warrants a bit of analysis. As for the Latin bond proper: (1) Ralph Huband of Ipsley, "armigerum," binds himself firmly to (2) William Shakespeare of Stratford-on-Avon, "generoso" (3) for £80 (about \$3,200). That is, a bond for \$3,200 is given for the faithful performance of covenants in a deed of assignment (1605) of tithes for which William Shakespeare paid £440. Hu-

specific case (written in English) to which this bond applies: The bond applies to another document (not identified either by name or by content) called merely "a certein writinge indented, bearinge date with thees presentes, made betweene the sayed Raphe Hubande on thone parte and the abouenamed William Shakespear on thother parte." If Ralph Huband and his heirs or assigns fulfill the covenants of the "certein writinge," then this bond shall "bee voyde and of none effect, or els to stand and abide in full force, power and vertue."

The bond was sealed and delivered in the presence of William Huband, Anthony Nash, and Francis Collins. William Huband, who witnessed the deed of assignment also, is not identified except that he may have been one of the Hubands—perhaps a son of Ralph. Anthony Nash was a witness to the 1605 deed of assignment of the Tithes, and also of the Replingham agreement of October 28, 1614. Francis Collins, a noted barrister of Warwick and regular attorney for the Combes, and others, wrote the 1605 deed of assignment and witnessed it. He also supervised the drafting of Shakespeare's will and was one of the witnesses.

Far more than is realized today, the bond, as a legal and social instrument, was utilized in Elizabethan times as a guarantee in various procedures and transactions. Guarantees of one sort or another, sometimes relative to items that to us are trivial, were an integral part of Elizabethan life. Not infrequently they were required and duly given in securing a marriage license, as was done by William Shakespeare in 1582. A bond (corresponding to the modern legal note) was the conventional method by which money was borrowed and lent. Bond to guarantee to keep the peace, bond to guarantee the satisfactory carrying out of a contractor's specifications in a bit of builder's work, bond to guarantee the satisfactory execution of the provisions of a legal transaction involving conveyance of real estate or the assignment of a lease by one party to another — these are continually met with in Elizabethan business and social life. Ralph Huband's bond to William Shakespeare by which he guaranteed his fulfilling the provisions of his assignment of the lease of the Stratford Tithes was a thoroughly conventional procedure.

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LXXIII

THE MARRIAGE OF JOHN HALL, PHYSICIAN, AND SUSANNA SHAKESPEARE, 1607

MONG the Shakespeare documents are naturally included those relating to his immediate offspring. Of these there is one that relates to the marriage of his daughter Susanna in 1607. The Stratford Parish Register has the entry for that year among the "Marriages," here given as Document 184.

John Hall is critically discussed in connection with his nuncupative last will and testament, 1635, in chapter cx, below, where a genealogy of the Hall

family is presented.

In 1607 Susanna Shakespeare, now a mature woman of twenty-four, was living with her mother, Anne Hathaway-Shakespeare, at New Place. At the time of the marriage of Susanna and John, William Shakespeare was forty-three years old and about to retire from the theater. Hall, born in 1575, was thirty-

two. The couple went to live at a property called Hall's Croft not far from New Place, in a street called Old Town, near the Church, a house still standing

and John Hall, Puritan, was a leading physician in Stratford-upon-Avon. He was an Oxford M.A. (1598), well educated as a physician, whose patients

[DOCUMENT 184]

[STRATFORD PARISH REGISTER ENTRY OF THE MARRIAGE OF SUSANNA SHAKESPEARE TO JOHN HALL, 1607]

[1607]

Junij 5 John Hall gentlemä & Susanna Shaxspere

today. When her father died in 1616, the Halls at once occupied New Place.

Since Susanna's father, William Shakespeare, was of the gentry, in marrying "John Hall gentleman" she married quite within her proper social rank. Susanna was of the now conspicuous and well-to-do Shakespeare family,

were numbered among some of the oldest and best families of Warwickshire.

On February 21, 1608, a daughter, Elizabeth, their only child, was christened. See chapters lxxv, cviii, and cxv for further details concerning her, and chapter cx for John Hall's will and burial.

LXXIV

THE BURIAL OF EDMUND SHAKESPEARE, 1607

ding of John Hall and Susanna Shakespeare, William Shakespeare's brother Edmund died in London. As usual in that day, the death was recorded only as a church burial. The Register for St. Saviour's, Southwark, has among the list of "Burials" the entry here given as Document 185.

Edmund Shakespeare, youngest brother of William Shakespeare, had been baptized, according to the Stratford Parish registry entries, on May 3, 1580 (see chapter xxiii, Volume I, p. 155). Accordingly, at his burial in Southwark on December 31, 1607, he was in his twenty-eighth year. He was, of course, not mentioned in the dramatist's will of 1616, for then Joan, William's sister, was the only one of his brothers and sisters remaining alive. This register entry identified Edmund Shakespeare as "a player." More than that is not known.

Did William Shakespeare himself bring his youngest brother to London? Was he an actor of any particular consequence? Was he, with his distinguished brother, a member of the King's Men? No document reveals the answers.

Was he married and a man of family? From an entry in the St. Giles, Cripplegate, Register for a burial,

[1607]

Aug 12 Edward sonne of Edward Shackspecre Player baseborne

some scholars have concluded that this entry refers to Shakespeare's brother Edmund or to Edmund's son. These conclusions appear to be mistaken: (1) In the first place, there were many actors, unattached and not members of any special dramatic troupe, in the London of that day, as the several church registers reveal. (2) The given names in the two entries are not the same: the entry for December 31 plainly has "Edmond Shakespeare," whereas the entry for the previous August 12 has "Edward sonne of Edward Shackspeere." (3) Furthermore, one of the entries, that

not been explained satisfactorily. It is a conventionally recurrent phrase, in the registers for "illegitimate." Usually, for that identification, the registers have "basthard" or "notha," these two descriptive words appearing not infrequently. In all likelihood, however, the use of the word "baseborne" in the St. Giles entry meant illegitimate or born out of wedlock. Post-Elizabethan writers certainly employed the word in that sense: in 1645 Featley (Dippers Dipt, p. 51) used the

[DOCUMENT 185]

[ST. SAVIOUR'S CHURCH REGISTER ENTRY OF THE BURIAL OF EDMUND SHAKESPEARE, 1607]

[1607]

Decemb 31 Edmond Shakespeare a player in the Church

of December 31, is for St. Saviour's in Southwark and the other is for St. Giles in Cripplegate. (4) It is scarcely probable, though, of course, it is possible, that Edmund Shakespeare at twenty-seven had a son who also had already become an actor. There is little reason to doubt that both an Edmund Shakespeare of Southwark and an Edward Shakespeare of Cripplegate were actors during the same period in London.¹

term in the passage: "Neither doth holy imply no bastard; for some holy men have been base-born." And Shakespeare used the word (2 Henry VI, IV, viii, 49) to indicate low or humble birth.

A second document relating to Edmund Shakespeare has been preserved: In the Fee Book of St. Saviour's occurs the sexton's note, among the "Burials," here given as Document 186.

The sexton's note bears the date De-

[DOCUMENT 186]

[ENTRY RECORDING A KNELL RUNG FOR EDMUND SHAKESPEARE, 1607]

[1607, December]

31 Edmund Shakspeare a player buried in the Church with a forenoone knell of the great bell, 20s.

The use of the descriptive phrase "baseborne" in the St. Giles entry has

¹ Indeed there was another William Shakespeare in London in 1600. The Coram Rege Rolls, 42 Elizabeth (1600), 1361, membrane 293, record a suit of one William Shakespeare against one John Clayton of Williams on Bedfordshire to recover a debt of £7. Mrs. C. C. Stopes (Shakespeare's Industry, 1916, pp. 259, 262) brought this fact to light. The record shows that the debt was acknowledged in Cheapside on May 22, 1592. Unfortunately the residence of this William Shakespeare is not given. At present there is no evidence identifying the William Shakespeare of this suit as the dramatist.

cember 31, 1607, which also is the date of the entry for the burial of Edmund Shakespeare in the same church. The fee, about \$40 in modern values, appears to have been for both the burial and "a forenoone knell of the great bell." Sentiment has accredited to William Shakespeare this tribute to his youngest brother. That same sentiment has attributed Edmund's burial in St. Saviour's, Southwark, to the desire or influ-

ence of the dramatist. There is no documentary evidence pro or con. At the present time, in the choir of the church, a memorial plaque in the floor bears the name Edmund Shakespeare. Adjacent to this name are the names, on plaques, also of Philip Massinger and John Fletcher, post-Elizabethan dramatists, who were buried in this church. St. Saviour's, now a Catholic cathedral, was not very far from the Globe Theater where William Shakespeare labored for the King's Men.

Of interest to students of the dramatist is the fact that in St. Saviour's has been placed a memorial effigy of William Shakespeare. It was erected in 1912 mainly through the efforts of Dr. Ralph W. Leftwick and the generosity of Mr. Sanford Saltus, an American. The whole is a Tudor Gothic canopy, a background depicting the Southwark district with St. Saviour's, London Bridge, and the Globe emphasized, and a full-length, recumbent, alabaster figure of William Shakespeare meditating his plays. The effigy represents him in doublet and hose, and the head is of the Droeshout type. The work is that of Henry Mc-Carthy, sculptor. In this same church are additional memorials (in windows or otherwise) to Geoffrey Chaucer, John Gower, Francis Beaumont, Edward Alleyn, John Bunyan, and John Harvard, founder of Harvard University, who was baptized in St. Saviour's in 1607. In addition to the effigy there is also a memorial window to William Shakespeare. There is, however, no documentary evidence as to whether or not the dramatist ever attended St. Saviour's in Southwark.

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LXXV

THE BAPTISM OF ELIZABETH HALL, 1608

HE year following their marriage, a daughter was born to John Hall and Susanna Shakespeare. She proved to be the only grandchild of William and Anne Shakespeare who was destined to survive them by many years. The Stratford Parish Register has among the "Baptisms" for 1608 the entry here given as Document 187.

The entry identifies John Hall as belonging to the gentry. Elizabeth was the offspring of two new conspicuous family representatives: (1) Susanna, of the Shakespeare family and (2) John Hall, an able physician. Each was of the gentry. Elizabeth was the only child born to the Halls, and she was the only grandchild whom William Shakespeare knew. Judith's three sons, born after the death of the dramatist, died before

reaching majority, leaving Elizabeth as the only descendant of her generation.

She must have been a sweet child. Her grandfather's reference to her in his will, where he calls her his "niece" and In 1626 Elizabeth married Thomas Nash. After his death in 1647 and the death of her mother in 1649, she came into possession of the Shakespeare inheritance, including the Combe lands,

[DOCUMENT 187]

[STRATFORD PARISH REGISTER ENTRY OF THE BAPTISM OF ELIZABETH HALL, 1608]

[1608]

Feb 21 Elizabeth dawghter to John Hall geñ

leaves her his silver plate indicates that he was very fond of her. The concern which her parents felt for her is reflected in mention of her illness in the Diary of her father, Dr. John Hall (see chapter cx, below).

New Place, the Birthplace property, and the Blackfriars property in London. In 1649 she married Sir John Barnard and lived most of the remainder of her life at Abington, where she died and was buried in 1670 (see chapter exv).

LXXVI

THE PUBLICATION OF KING LEAR, 1608

ROBABLY in anticipation of Shakespeare's retirement from the active stage, Nathaniel Butter in 1608, published King Lear, thus providing the first quarto of that play. Dealing with a traditional occurrence in British history already treated in an earlier drama, King Lear became in Shakespeare's hands a monument of English dramatic composition.

A. Quarto r of King Lear is in signatures thus: title page leaf (no signature) + B-L⁴, making a total of forty-one unpaged leaves. Of some dozen copies remaining, a copy each is in the British Museum, the Bodleian, Trinity College at Cambridge, the Huntington, the Folger Shakespeare, and New York Public Library. The title page is here given as Document 188.

Obviously the sheets, as was not in-

frequently the practice in the Elizabethan print shop, were corrected while being printed, for sheets C, D, E, F, G, and K are found, in the several extant quartos, in varying degrees of corrected and uncorrected forms and in different combinations. Sheet C is in three different variants (see W. W. Greg, in Review of English Studies, I, 469, for an excellent note on this item). The Bodleian copy contains the largest number of var-

iations. The original manuscript itself, which Doran (The Text of King Lear, 1931, p. 137) holds was Shakespeare's own, and from which Butter published the quarto, may not have been of the best (Adams, "The Quarto of King Lear," Modern Philology, XXXI [1933], 135-63, holds it was printed from a shorthand copy); but the whole was rather badly muddled when corrections were thus so unsystematically supplied and when in the same volume variously corrected and uncorrected sheets were indiscriminately bound up. This medley of arrangements for a long time gave

Lear (1931), clarifies this beyond question.

It will be noted that the imprint of this title page specifies as the business address of Nathaniel Butter, whose shop was in Saint Paul's Churchyard: "at the signe of Pide [large blotches of two or more colors; spotted] Bull neere St. Austins Gate." The head title is "M. William Shak-speare His Historie, of King Lear" and the running title is "The Historie of King Lear." There are neither act nor scene divisions in the text. The padded title page is definitely a publisher's and not a printer's. Little

[DOCUMENT 188]

[TITLE PAGE OF THE FIRST QUARTO OF KING LEAR, 1608]

M. William Shak-speare: / HIS / True Chronicle Historie of the life and / death of King Lear and his three / Daughters. / With the unfortunate life of Edgar, sonne / and heire to the Earle of Glostere, and his sullen and a sumed humor of / Tom of Bedlam: / As it was played before the Kings Maiestie at Whitehall upon / S. Stephans night in Christmas Holidayes. / By his Maiesties seruants playing vsually at the Gloabe / on the Bancke-side. / [Nicholas Okes's printer's device]* / LONDON, / Printed for Nathaniel Butter, and are to be sold at his shop in Pauls / Church-yard at the signe of the Pide Bull neere / St. Austins Gate. 1608.

R. B. McKerrow, Printers' and Publishers' Devices, 1913, No. 316.

rise to the contention that there were two, or even more, quartos issued in 1608. Daniel (introduction to Charles Praetorius' facsimile, 1885) and Greg ("On Certain False Dates in Shakespearian Quartos," Library, 2d ser., IX [1908], 113-31, 381-409), however, solved the mystery: all sheets in all the copies of the original Quarto 1 were printed forms; and the 1608 quarto, which does not have the business address of Nathaniel Butter in the imprint, was actually a second quarto printed by Thomas Pavier in 1619 but misdated 1608. The collation of Daniel in his introduction to the Praetorius sacsimile of Quarto 1 convincingly shows that the "Pide Bull" Quarto 1 (1608) was the original publication and not the 1619 (misdated 1608) quarto by Pavier. Doran's scholarly study, The Text of King was omitted from it that would have had any sort of appeal to the prospective purchaser who visited Butter's shop in St. Paul's Churchyard. Above all, as a definite flourish to a buying public, there stands at the very head of the title page the name in bold letters, "M. William Shak-speare."

B. A second quarto is in signatures A-L', making a total of forty-four unpaged leaves, differing from the signatures of Quarto 1. This is evidence that this second Quarto (dated 1608 but actually printed in 1619) was not printed from the same forms as the first quarto. Of more than thirty copies surviving, a copy each is in British Museum, Birthplace Museum, the Bodleian, Trinity College (Cambridge), Boston Public, New York Public, Huntington, and Folger Shakespeare libraries. The title

page of this second quarto is here given as Document 189.

This Quarto 2 is one of the now strangely famed Thomas Pavier quartos of 1619 discussed in chapter ciii, below. It was printed directly from the text of Quarto 1 (1608)—using a copy in which sheets D, G, and H were quite uncorrected and in which sheets (outer forms) E and K were corrected. This Quarto 2. correcting some obvious errors of Quarto 1, is better printed and better punctuated, though inferior as a text. George Steevens reprinted this Quarto 2 in 1766 in his Twenty of the Plays of Shakespeare. Halliwell edited it in 1867 for E. W. Ashbee's facsimile and Charles Praetorius edited it in 1885. Except for a different printer's device and a very much abbreviated imprint—"Printed for Nathaniel Butter 1608" and nothing more—this title page is identical (except for font, and typography) with that of the original 1608 Quarto 1. The head title is "M. VVilliam Shake-speare His History, of King Lear," and the running title is "The History of King Lear." There are neither act nor scene divisions in the text.

The third quarto of King Lear, issued by Jane Bell in 1655, was a reprint (page for page, but with additional errors) of this Thomas Pavier falsely dated Quarto 2. Surviving copies are in the British Museum, Bodleian, Trinity College (Cambridge), Birthplace Museum, Boston Public Library, New York Public Library, the Huntington, and the Folger Shakespeare libraries.

C. The Register of the Stationers' Company has the entry for Shake-speare's King Lear, here given as Document 190.

The phrasing of this entry indicates no irregularity about this license issued to Nathaniel Butter and John Busby for King Lear. It is to be noted, however, that the entry duplicates much of the actual phrasing of the title page of the 1608 King Lear. Here, as in the play, the name "Master William Shakespeare" is placed in the most emphatic position, at the very head of the page. Only two plays of Shakespeare provide on their title pages such emphasis upon the name

of the great dramatist: Henry IV, Part II, and King Lear. In published form each of these very popular plays would profit by emphasis on the name of the

highly popular author.

Nathaniel Butter had published (1605) the first part of Heywood's If You Know Not Me, You Know Nobody, concerning which the author said it had been drawn "by Stenography." This comment according to some scholars suggests that Butter's issue of King Lear was unauthorized and even surreptitious; but the evidence is not sufficient to warrant any definite conclusion.

Earlier license entries for a King Leir are in the Register of the Stationers' Company. The first is: "[1594] xiiijto die Maij.... Entred alsoe for his Copie vnder the handes of bothe wardens a booke entituled The moste famous Chronicle historye of Leire kinge of England and his Three Daughters vjd C." In the margin the entry to "Adam Islip" has been deleted and then "Edward White" has been written directly beneath Islip's name. The second of these entries reads: "[1605] 8 maij Simon Stafford Entred for his Copie vnder th[e h]andes of the Wardens A booke called 'the Tragecall historie of kinge Leir and his Three Daughters &c.' As it was latelie Acted.... vjd." Halliwell-Phillipps' Folio edition (XIV, 354) shows, as Arber, Transcript (III, 289) does not, that originally the old play of King Leir was entered as "tragedy" and then altered to "Tragecall historie." Immediately below the abovementioned entry and under the same date: "Entred for his Copie by assignment from Simon Stafford and by consent of Master Leake, The Tragicall history of kinge Leire and his Three Daughters / Provided that Simon Stafford shall have the printinge of this booke // vjd" "Iohn Wright" is in the margin of the entry.

These entries, students must keep in mind, are not for Shakespeare's King Lear. They are for the older play—King Leir (a play of 2,644 lines, some of which are in couplets) issued in quarto in 1605, "Printed by Simon Staf-

ford for John Wright." The statement, "As it hath bene divers and sundry times lately acted," in the 1605 title page is thought by some scholars to have been intended to lure the public to suppose that it was actually none other than Shakespeare's new play King Lear. Indeed, some scholars hold that this 1605 title page and the entry, "As it was latelie Acted," in the Stationers' Register point to Shakespeare's own King Lear as having been written in 1604. Others accept the date of composition as 1605 or 1606. Two performances of this old King Leir at the Rose theater, when occupied by Queen Elizabeth's and the leaves. There are no act and scene divisions. The title page reads: "THE / True Chronicle Hi- / story of King Leir and his three / daughters, Gonorill, Ragan, / and Cordella. / As it hath bene divers and sundry / times lately acted. / [Ornamental device] / LON-DON, / Printed by Simon Stafford for Iohn / Wright, and are to bee sold at his shop at / Christes Church dore, next Newgate- / Market. / 1605." Steevens reprinted this rare volume in 1779, and Viëtor in 1886. Surviving copies are in the British Museum, the Folger Shakespeare, and the Huntington libraries, and the Percy copy in the Rosenbach

[DOCUMENT 189]

[TITLE PAGE OF THE SECOND QUARTO OF KING LEAR, ISSUED BY PAVIER, 1619]

M. VVilliam Shake-\(\)peare, \(/ \)HIS \/ True Chronicle Hi\(\)tory of the life \/ and death of King Lear, and his \/ three Daughters. \(/ \)With the vnfortunate life of Edgar, \(/ \) Sonne and heire to the Earle of Gloce\(\)ter, and \(/ \) his \(\) sullen and a\(\)\(\) \(\) summed humour of TOM \(/ \) of Bedlam. \(/ \) As it was plaid before the Kings Maiesty at White-Hall, vp- \/ pon S. Stephens night, in Christmas Hollidaies. \(/ \) By his Maie\(\) ties Seruants, playing v\(\)ually at the \(/ \) Globe on the Banck-\(/ \)ide. \(/ \) [William Jaggard's printer's device\(\)\(\)*

* R. B. McKerrow, op. cit., No. 283.

Earl of Essex's Men, are recorded in *Henslowe's Diary* (folio 9, lines 8 and 10):

Those are relatively good sums, suggesting a degree of popularity for the old King Leir, whose authorship is quite unknown. It should be noted, too, that this play is not indicated as "new."

Of this extremely rare old 1605 King Leir, the British Museum has two copies. One of them is imperfect; but the other, except for close clipping of the edges, is virtually perfect. This is the copy issued by W. W. Greg in 1907 for the Malone Society. It is in signatures A¹-I⁴, making thirty-six unpaged

collection. Some scholars are of the opinion that this old play, or one similar to it, was known to William Shakespeare when he composed King Lear. King Leir is based on Holinshed. Following the old version it places Lear again on the throne by the aid of Cordelia and the King of France.

While the text of King Lear is not defective enough to be classed as one of Pollard's so-called "bad" quartos, it is not good enough to class it as a "good" quarto. The most thoroughgoing analysis of the several texts is that of Doran (The Text of King Lear, 1931). A critical reader's text of King Lear is yet to be achieved by some research scholar. Doran concludes her study by asserting (p. 137): "It is clearly understood that the imaginative picture of what actually happened in the playhouse is conjectural.

But the textual theory upon which the conjectural details are based—namely, that the first quarto represents Shakespeare's original manuscript, extensively revised, and that the folio represents a transcript of the original, abridged, somewhat revised, marked by the censor, used in the theater as a promptbook, and finally used as the master copy by the printers of the First Folio—is warranted by the internal evidence furnished by the texts themselves."

With a degree of confidence, the following may be asserted about the text of Quarto 1: (1) The Pide Bull 1608 were bound into quartos rather indiscriminately so far as the state of their corrections was concerned. (7) The text of Quarto 1 is unsatisfactory because of this unsystematic correcting, and this indiscriminate inclusion of sheets.

Of the 1619 Quarto 2 (inaccurately dated 1608) by Thomas Pavier: Quarto 2 is based directly on a copy of the Pide Bull 1608 Quarto 1, which contained uncorrected sheets D, G, and H. This quarto somewhat improved the punctuation by corrections and by substituting heavier punctuation marks, and corrected some textual errors and also

made more complex. (5) The First Folio text appears, from both corrections and errors carried over, to have been influenced by contact with the Quarto I text—one that had uncorrected E, H, and K. (6) Additional heavier punctuation has been substituted, accurately. (7) While the First Folio text omits 287 lines (including the entire Act IV, scene iii), it has IIO lines not in the quartos. (8) The Folio text is divided into acts and scenes. Doran holds that Shakespeare's autograph manuscript was used as copy for the First Folio.

[DOCUMENT 190]

[STATIONERS' REGISTER ENTRY FOR KING LEAR, 1607]*

[1607] 26 Novembris

Nathanael Butter John Busby Entred for their Copie vnder th[e h]andes of Sir George Buck knight and th[e]wardens A booke called. Master William Shakespeare his 'historye of Kinge Lear' as yt was played before the kinges maiestie at Whitehall uppon Sainet Stephens night [26 December] at Christmas Last by his maiesties servantes playinge usually at the 'Globe' on the Banksyde

Quarto 1, for all its imperfections, is not from an "unauthorized, surreptitious, reported (seemingly stenographic rather than memorized)" manuscript as some scholars, including Sir. E. K. Chambers, have declared. (2) Despite Doran's scholarly analysis, it is not altogether convincing that Butter's manuscript for Quarto 1 was "Shakespeare's original manuscript, extensively revised." (3) Quarto 1 has virtually no heavy punctuation-commas, in this text, render a great variety of services. (4) Quarto 1 has 289 lines more than are in the First Folio, including the whole of Act rv, scene iii. (5) The sheets were corrected while going through the press: some show two different states of corrections, and C shows three different states. (6) The sheets added a number. It is a better, but less authoritative, text than Quarto 1.

Of the First Folio text, with something of confidence, the following may be stated: (1) The manuscript for the Folio text appears to have been a manuscript source different from that of Quarto 1. (2) The First Folio text and the Quarto 1 text are on the whole derived from a common original, as indicated by errors common to both. As Doran puts it (p. 123), "The first quarto of King Lear, on the other hand, despite its misprints, misreadings, omissions, and faulty printing of verse, is substantially the same play, line for line, as the folio." (3) The First Folio text is a shortened text, seemingly not as cut for acting purposes, though Doran (p. 76) holds the contrary. (4) The First Folio text appears to be from a stage copy, with the stage directions revised and

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¹ Doran conclusively shows that they are the front forms.

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LXXVII

THE BURIAL OF MARY ARDEN-SHAKESPEARE, 1608



THE death of Mary Arden-Shakespeare, the mother of 🛊 William Shakespeare, which occurred in 1608, was attested

as usual by the record of her burial. The Stratford Parish Register has the entry here given as Document 191, un-

der the date of September 9, 1608. Mary Arden-Shakespeare is here identified as widow: her husband, John Shakespeare, had been buried seven years before, on September 8, 1601. Her daughters, Joan, Margareta, and Anne, had died in infancy or childhood; Edmund had died in 1607. At her death a second Joan, also Gilbert, Richard, and William were living. Of these, Joan was married to William Hart, hatter; Gilbert was a bachelor; and William had won gentryhood and literary fame. The gentryhood Mary had forfeited in 1556, when she had married John Shakespeare yeoman, had been restored, in part at least, when John Shakespeare was granted arms in 1596. Her yeoman husband had won the highest office in tant event in the dramatist's professional and personal life. When seven years before, in 1601, his father John Shakespeare died, automatically William

[DOCUMENT 191]

[STRATFORD PARISH REGISTER ENTRY OF THE BURIAL OF MARY ARDEN-SHAKESPEARE, 1608]

[1608] Sept 9 Mayry Shaxspere wydowe

the Stratford Corporation, that of High Bailiff, in 1568-69. It must have afforded her some degree of pride to have lived to see her family among the landed gentry. No doubt that achievement was to her more significant than the fact that her oldest son had succeeded to the highest degree in the Elizabethan theater.

The death of his mother, Mary Arden-Shakespeare, was a highly imporShakespeare, the oldest son, acceded to the headship of the Shakespeare family. During the years following 1601 he was immersed in matters of drama and of the theater in London, which naturally required his presence in the metropolis. On the passing of his mother in 1608, however, his obligations required him to be in Stratford-upon-Avon, where the family estate had grown considerably.

LXXVIII

THE SUIT AGAINST JOHN ADDENBROOKE, 1608-1609

ECORD of William Shakespeare's suit against John Addenbrooke is made in a series of seven documents, August 17, 1608, to June 7, 1609, which are among the Miscellaneous Documents and the Wheler manuscripts in the Birthplace Museum in Stratford-upon-Avon. Each is relatively small and insignificant-looking, consisting appar-

ently of only diminutive strips of material. Yet the group constitutes virtually a complete record of a suit for the collection of debt in the Court of Record for the borough of Stratford, being entries of the clerk, Thomas Greene, in the Register of the court.

It is a typical Court of Record case. As such it has more than passing interest. William Shakespeare, gentleman,

[DOCUMENT 192]

[COURT RECORD OF THE ARREST OF JOHN ADDENBROOKE IN A SUIT BROUGHT BY WILLIAM SHAKESPEARE, 1608]

Stratford Preceptum est servientibus ad clavam ibidem quod capiant, Burgus. seu etc., Johannem Addenbrooke, generosum, si etc., et eum salvo etc., ita quod habeant corpus ejus coram ballivo burgi predicti, ad proximam curiam de recordo ibidem tenendam, ad respondendum Willielmo Shackspeare, generoso, de placito debiti, et habeant ibi tunc hoc preceptum. Teste Henrico Walker, generoso, ballivo ibidem, xvij. die Augusti, annis regni domini nostri Jacobi, Dei gratia regis Anglie, Francie et Hibernie, sexto, et Scotie quadragesimo.

[Signed]: Greene.

[Endorsed]:

Virtute istius precepti cepi infranominatum Johannem, cujus corpus paratum habeo prout interius mihi precipitur. Manucaptor pro defendente, Thomas Hornebye.

[Signed]: Gilbertus Charnock, serviens.

[English translation of the legal Latin]:

Borough of John Addenbrooke, gentleman, was ordered by the ser-Stratford. geants at mace, the same which they executed, etc., etc., greetings, etc., thus that they have his body in the presence of the bailiff of the borough aforesaid, at the next Court of Record to be held at that place, to answer to William Shakespeare, gentleman, concerning the payment of a debt, and they have there and then this order. Henry Walker, gentleman, being witness for the same bailiff on the seventeenth day of August, in the sixth year of the reign of our good is the complainant and John Addenbrooke, gentleman, is the defendant with respect to the recovery of a debt of £6 plus the court costs of £1 45. od. Thomas Greene was the steward of the borough, one of whose duties was that of clerk of this court. He was not the attorney for William Shakespeare; indeed, Greene never seems to have served Shakespeare in that capacity. He did not even draw up the dramatist's will. Since the High Bailiff incumbent, by virtue of his office, presided over the Court of Record (see discussion of the Court of Record in connection with the Shakespeare versus Rogers suit of 1604, chapter lxix, above), the High Bailiff, Henry Walker, was the chief officer. Gilbert Charnock was the sergeant of the mace for Documents 192, 193, 194, below, and then Francis Boyce for Documents 195, 196, 197, and 198.

The first five documents of these recorded entries are here taken from the Miscellaneous Documents of the Corporation of Stratford-upon-Avon (v, 139, 127a, 127b, 115, 116) and the last two are among the Wheler manuscripts. Satisfactory transcripts of them are in Halliwell-Phillipps' Life of William Shakespeare (pp. 228-29) and his Outlines (II, 78-80). E. K. Chambers' William Shakespeare (II, 113-16) gives synopses of Documents 192 to 197, and reprints Document 198 complete.

Concerning John Addenbrooke virtually nothing has come to light beyond what these documents provide. The Hatfield Manuscript (xiv, 150) has the entry that "one Addenbrooke," about 1600, had issued licenses to sell starch in Warwickshire. The manuscript does not say "John Addenbrooke," though the same Addenbrooke may be designated in both documents. Details concerning Thomas Greene, town clerk of Stratford-upon-Avon, may be found

in the discussion of the Welcombe Enclosures and his diary (see chapters xciii and xciv, below). Of Gilbert Charnock and Francis Boyce, the sergeants at the mace, virtually nothing is known. Of Thomas Hornby, bondsman to John Addenbrooke, it is known that he was the master blacksmith, son of Roger Hornby the blacksmith, who had died in 1606 and whose smithy was below the Mere (stream of water) in Henley Street (where the present ticket office for the Birthplace Museum stands). There is a strong likelihood that plaintiff and defendant-Shakespeare and Thomas Hornby—in the last of this suit had been acquaintances and perhaps even playmates in youth.

Of Henry Walker, the High Bailiff who presided over the Court of Record at the outset of this suit, considerably more is known. Three times he was High Bailiff: 1607-8, 1624-25, and 1636-37 (a bailiff could not succeed himself a second year). He was a kinsman (perhaps a grandson) of a Henry Walker of Snitterfield whose will was witnessed (1558) by Richard Shakespeare, grandfather of William. Snitterfield, it will be remembered, was John Shakespeare's home before he came to Stratford. In Stratford Walker was a prosperous mercer, achieved gentryhood, was churchwarden and, in order, burgess, chamberlain, and alderman, in addition to being (three times) High Bailiff. He married a woman named Dorothy, and to them a son was born in 1507, in which year, January, he was witness to a conveyance of a "toft" of ground from John Shakespeare to George Badger in Henley Street. By a second wife he had a son, William, baptized Sunday, October 16, 1608. William Shakespeare was this boy's godfather, and in his will the dramatist bequeathed the boy 20s. Henry Walker was courageous in defending the rights of the borough against Sir Edward Greville. An old man, in 1638, he was appointed to go to London to treat with the Earl of Middlesex concerning the unhappy differences between the corporation and the vicar, Thomas Wilson, friend of John Hall, physician and sonJames, by the Grace of God King of England, France and Ireland, and the fortieth year of Scotland.

[Signed]: Greene

[Endorsed]:

By virtue of this order I have taken the within-named John, whose body I have presented as I was ordered so to do. Mainpernor for the defendant, Thomas Hornby.

[Signed]: Gilbert Charnock, sergeant.

[DOCUMENT 193]

[COURT RECORD OF SUMMONING OF JURYMEN IN THE SHAKESPEARE-ADDENBROOKE SUIT, 1608]

Stratford Preceptum est servientibus ad clavam ibidem quod habeant, Burgus seu etc., corpora Philippi Greene, Jacobi Elliottes, Edwardi Hunt, Roberti Wilson, Thome Kerby, Thome Bridges, Ricardi Collyns, Johannis Ingraham, Danielis Smyth, Willielmi Walker, Thome Mylls, Johannis Tubb, Ricardi Pincke, Johannis Smyth pannarii, Laurencii Holmes, Johannis Boyce, Hugonis Piggen, Johannis Samvell, Roberti Cawdry, Johannis Castle, Pauli Bartlett, Johannis Yeate, Thome Bradshowe, Johannis Gunne, juratorum summonitorum in curia domini regis hic tenta coram ballivo ibidem, ad faciendum quandam juratam patrie inter Willielmum Shackspeare, generosum, querentem, et Johannem Addenbrooke, defendentem, in placito debiti, et habeant ibi tunc hoc preceptum. Teste Francisco Smyth juniore, generoso, ballivo ibidem, xxj. die Decembris, annis regni domini nostri Jacobi, Dei gratia regis Anglie, Frauncie et Hibernie, sexto, et Scotie quadragesimo secundo.

[Signed]: Greene.

[Endorsed]:

Executio istius precepti patet in quodam panello huic precepto annexo.

[Signed]: Gilbertus Charnock, serviens.

[English translation of the legal Latin]:

Borough of There is an order from the sergeants at mace, the same Stratford which they executed, etc. The bodies of Philip Greene, James Elliott, Edward Hunt, Robert Wilson, Thomas Kerby, Thomas Bridges, Richard Collins, John Ingraham, Daniel

Smyth, William Walker, Thomas Mills, John Tubb, Richard Pink, John Smyth, panniers, Lawrence Holmes, John Boyce, Hugo Piggen, John Samwell, Robert Cawdry, John Castle, Paul Bartlett, John Yeate, Thomas Bradshaw, John Gunn, the jurors summoned in the King's Court here held in the presence of the same bailiff, for the certain selection of a jury between William Shakespeare, gentleman, plaintiff, and John Addenbrooke, defendant, in the payment of a debt, and they have there and then this order. Francis Smyth, Jr., gentleman, being a wit-

ness before the same bailiff at that place, on the twenty-first day of December, the sixth year of the reign of our Master James, by the Grace of God King of England, France and Ireland, and the forty-second year of Scotland.

[Signed]: Greene.

[Endorsed]:

The execution of this order appears in a certain panel attached to this order.

[Signed]: Gilbert Charnock, sergeant.

[DOCUMENT 194]

[COURT RECORD OF JURYMEN TO SERVE IN THE SHAKESPEARE-ADDENBROOKE SUIT, 1609]

Nomina juratorum inter Willielmum Shakespere, generosum, versus Johannem Addenbroke de placito debiti. Philippus Greene; Jacobus Elliott; Edwardus Hunte; Robertus Wilson; Thomas Kerbye; Thomas Bridges; Ricardus Collins; Johannes Ingraham; Daniell Smyth; Willielmus Walker; Thomas Mills; Johannes Tubb; Ricardus Pincke; Johannes Smyth, draper; Laurencius Holmes; Johannes Boyce; Hugo Piggon; Johannes Samwell; Robertus Cawdry; Johannes Castle; Paulus Bartlett; Johannes Yeate; Thomas Bradshowe; Johannes Gunne. Quilibet jurator predictus, pro se separatim, manucaptus est per plegios, Johannem Doo et Ricardum Roo.

[English translation of the legal Latin]:

The names of the jurors between William Shakespeare, gentleman, versus John Addenbrooke concerning the payment of a debt. Philip Greene; James Elliott; Edward Hunt; Robert Wilson; Thomas Kerby; Thomas Bridges; Richard Collins; John Ingraham; Daniel Smyth; William Walker; Thomas Mills; John Tubb; Richard Pink; John Smyth, draper; Lawrence Holmes; John Boyce; Hugo Piggen; John Samwell; Robert Cawdry; John Castle; Paul Bartlett; John Yeate; Thomas Bradshaw; John Gunn. Each of the aforesaid jurors, for himself separately, has been made bondsman by pledge by John Doe and Richard Roe.

[DOCUMENT 195]

[COURT ORDER OF A DISTRINGAS IN THE SHAKESPEARE-ADDENBROOKE SUIT, 1609]

Stratford Preceptum est servientibus ad clavam ibidem quod dis-Burgus. tringant, seu etc., Philippum Greene, Jacobum Elliottes, Edwardum Hunt, Robertum Wilson, Thomam Kerbey, Thomam Bridges, Ricardum Collins, Johannem Ingraham, Danielem Smyth, William Walker, Thomam Mylls, Johannem Tubb, Ricardum Pincke, Johannem Smyth, pannarium, Laurencium Holmes, Johannem in-law of William Shakespeare. Henry Walker was a much-beloved man.

The legal terms in these documents need a bit of explanation:

A praecipe (command) was a legal court order to its executing officer—a sergeant of the mace in the case of a Court of Record—written on a small piece of paper directing the arrest of someone or the execution of some other official order.

A mainpernor (A.F. main = "hand" + O.F. preneor = "a taker") was a person to whose legal custody a man before the bar of justice was delivered while out of prison; or he was the bondsman who had legally obligated himself to deliver the prisoner whenever required.

A mancupator was a mainpernor, a bondsman.

Distringas (that you distrain) was a document ordering or directing someone not to perform a given act or else to perform it in a certain manner. See Volume I, p. 67.

A sergeant of the mace was an executive officer (Sergeant & O.F. sergent & L. serviens \(\) service = "to serve." Mace is O.F.). A mace, originally a heavy club with sharp heavy spikes, was the symbol of authority. Hence the sergeant of the mace was the official server of authority. The abbreviation "seu etc." stands for "seu unus eorum capiat" or for "scire faciat." "Si etc." and "salvo etc." stand for "si inventus fuerit in balliva sua" and "salvo custodiant" respectively. Capias (= "that you take") is a general term for a writ, ordinarily addressed to the sheriff but in this suit addressed to the Court's sergeant of the mace, of any sort ordering the arrest of the person named therein. Scire facias (= "to cause to know") is a judicial writ founded on some record and requires the person against whom it is brought to show cause why the party bringing it should not have advantage of such report or why the record should not be annulled and set aside; it is deemed a legal action to which the defendant can plead.

In the transcripts the abbreviated Latin legal words are spelled out in full, but the repetitious abbreviated phrases are not supplied. The English translation is not exactly literal, but is more exact than a mere free rendering.

A. The first of these legal documents, an entry for the execution of a praecipe or court order to arrest an offender, is here given as Document 192.

The manuscript is approximately 9 by 1 inches. It is as of August 17, 6 James I, 1608.

This is Thomas Greene's report of the first legal action in the suit of William Shakespeare versus John Addenbrooke.

(1) Addenbrooke was arrested; (2) the legal item was his debt to William Shakespeare; (3) he was brought before the High Bailiff, who presided over the Court of Record; (4) the date was August 17, 1608; (5) Thomas Hornby was bondsman for Addenbrooke; (6) Gilbert Charnock was the sergeant of the mace who arrested Addenbrooke.

B. The second of these legal documents is the entry for the execution of a Court of Record order to the sergeant of the mace to bring in a given group of men who were to serve in the capacity of jurymen. This Latin manuscript is approximately 12 by 1½ inches. It was as of December 21, 6 James I, 1608, and is here given as Document 193.

This is Thomas Greene's second entry in the Court of Record's further proceedings: (1) the court had ordered the sergeant of the mace to bring in a group of persons for jurymen; (2) twenty-four names were listed by the court; (3) the jurors are for the Shakespeare-Addenbrooke case for debt; (4) Francis Smyth, Jr., gentleman, was the witness before the Bailiff; (5) the date was December 21, 1608; (6) the order had been executed by Gilbert Charnock, sergeant of the mace, whose execution of the order appeared in a panel attached to the order.

C. The third of these legal instruments is the completed list of persons for jurymen in this Court of Record trial. The Latin manuscript, approximately 12 by 2 inches, is not dated, but is here transcribed as Document 194.

After these jurors were officially notified by Gilbert Charnock, sergeant of the mace, he officially returned a list to Thomas Greene. The names were duplicates of the list given him by the court. "John Doe and Richard Roe" were the bondsmen—here certainly a legal formula carried over from a much earlier date when bondsmen for jurors actually were required.

Boyce, Hugonem Piggin, Johannem Samwell, Robertum Cawdry, Johannem Castle, Paulum Bartlett, Johannem Yate, Thomam Bradshawe, et Johannem Gunne, juratores summonitos in curia domini regis de recordo hic tenta inter Williclmum Shackspeare, querentem, et Johannem Addenbroke, defendentem, in placito debiti, per omnes terras et cattalla sua in balliva sua, ita quod nec ipsi nec aliquis per ipsos ad ea manum apponant, donec aliud inde a curia predicta habuerint preceptum, et quod de exitibus eorundem de curia predicta respondeant. Et quod habeant corpora corum coram ballivo burgi predicti, ad proximam curiam de recordo ibidem tenendam, ad faciendum juratam illam et ad audiendum judicium suum de pluribus defaltis; et habeant ibi tunc hoc preceptum. Teste Francisco Smyth juniore, generoso, ballivo ibidem, xvo. die Februarii, annis regni domini nostri Jacobi Dei gratia regis Anglie, Francie et Hibernie, sexto, et Scotie quadragesimo-secundo.

[Signed]: Greene.

[Endorsed]:

Executio istius precepti patet in quodam panello huic precepto annexo.

[Signed]: Franciscus Boyce, serviens.

[English translation of the legal Latin]:

Borough of There is an order to the sergeants of the mace in the same place that they distrain, etc. Philip Greene, James Elliott, Edward Hunt, Robert Wilson, Thomas Kerby,

Thomas Bridges, Richard Collins, John Ingraham, Daniel Smyth, William Walker, Thomas Mills, John Tubb, Richard Pink, John Smyth, panniers, Lawrence Holmes, John Boyce, Hugo Piggen, John Samwell, Robert Cawdry, John Castle, Paul Bartlett, John Yeate, Thomas Bradshaw, and John Gunn, jurors summoned in the King's Court of Record held here between William Shakespeare, plaintiff, and John Addenbrooke, defendant, for the payment of a debt for all lands and chattels in his bailiwick; so that neither they nor any of them, in any way, interfere with them until further order of the said court and that they shall make answer after the withdrawal of the same from said court. And that they appear before the bailiff of the aforesaid borough at the next court of record held at that place to empanel a jury to render its judgment concerning the many defaults; and that they have there this order. Witnessed by Francis Smyth, Jr., gentleman, before the same bailiff on the fifteenth day of February, the sixth year of our Master James, by Grace of God King of England, France and Ireland, and in the forty-second of Scotland.

[Signed]: Greene.

[Endorsed]:

The execution of this order is shown in a certain panel attached to this order.

[Signed]: Francis Boyce, sergeant.

[DOCUMENT 166]

[COURT RECORD OF JURORS SERVING AND VERDICT RENDERED IN THE SHAKESPEARE ADDENBROOKE SUIT, 1691]

Nomina juratorum inter Willichmum Shackspere, querentem, et Johannem Addenbrooke, de placito debiti. Philippus Greene; Jacobus Elliottes egrotat; Edwardus Hunt; Robertus Wilson, juratus; Thomas Kerby; Thomas Bridges; Ricardus Collyns, juratus; Johannes Ingraham, juratus; Daniel Smyth, juratus; Willielmus Walker, juratus; Thomas Mills, juratus; Johannes Tubb, juratus; Ricardus Pincke, juratus; Johannes Smyth, pannarius, juratus; Laurencius Holmes; Johannes Boyce; Hugo Piggin, juratus; Johannes Samvell; Robertus Cawdrey, juratus; Johannes Castle; Paulus Bartlett; Johannes Yate, juratus; Thomas Bradshawe et Johannes Gunne. Quilibet juratorum predictorum, per se separatim, attachiatus est per plegios, Johannem Doo et Ricardum Ros. Exitus cujuslibet corum per se, vj.r. viij.d. Juratores dicunt pro querente; misas, iiij.d.; dampna, ij.d.

[English translation of the legal Latin]:

The names of the jurors between William Shakespeare, plaintiff, and John Addenbrooke, concerning the payment of a debt. Philip Greene and James Elliott were ill; Edward Hunt; Robert Wilson, juror; Thomas Kerby; Thomas Bridges; Richard Collins, juror; John Ingraham, juror; Daniel Smyth, juror; William Walker, juror; Thomas Mills, juror; John Tubb, juror; Richard Pink, juror; John Smyth, pannier, juror; Lawrence Holmes; John Boyce; Hugo Piggen, juror; John Samwell; Robert Cawdry, juror; John Castle; Paul Bartlett; John Yeate, juror; Thomas Bradshaw; and John Gunn. Each of the aforesaid jurors, for himself separately, was made mainpernor by pledges of John Doe and Richard Roe. And all and each of them having retired, the jurors return verdict for plaintiff. Costs 61. 8d. [for the jurors]; [other court] cost, 4d.; damages [to the complainant] 2d.

[DOCUMENT 197]

[COURT ORDER SUMMONING JOHN ADDENBROOKE TO SATISFY THE VERDICT, 1699]

Stratford Preceptum est servientibus ad clavam ibidem quod capiant, Burgus. seu etc., Johannem Addenbrooke, si etc., et eum salvo etc., ita quod habeant corpus ejus coram ballivo burgi predicti, ad proximam curiam de recordo ibidem tenendam, ad satisfaciendum Willielmo Shackspeare, generoso, tam de sex libris debiti quas predictus Willielmus in cadem curia versus cum recuperavit quam de viginti et quatuor solidis qui ei adjudicati fuerunt pro dampnis et custagiis suis quos sustinuit occacione detencionis debiti predicti, et habeant ibi tunc hoc preceptum. Teste Francisco Smyth juniore, generoso, ballivo

D. The fourth of the series of legal documents in this suit in the Court of Record is a praecipe for a distringas (here a legal writ to compel the performance of a duty) of the jurors in the suit of William Shakespeare against John Addenbrooke. The Latin manuscript, approximately 13 by 1½ inches, dated February 15, 6 James I, 1609, is here given as Document 195.

This is Greene's entry of the further proceedings: (1) it is a list of the jurors for the suit of Shakespeare versus Addenbrooke for the recovery of a debt; (2) the jurors are to have no interference from any source; (3) they have been ordered to report to the Court of Record at its next meeting to empanel a final jury and to render judgment; (4) Francis Smyth, Jr., gentleman, was witness before the same Bailiff; (5) it is dated February 15, 1609; (6) Francis Boyce, sergeant of the mace, executed the order.

E. The fifth of this series is the list of the twelve jurors who sat in final judgment in the case and their legal verdict. The Latin manuscript, approximately 8 by 4 inches, is here transcribed as Document 196.

This record gives (r) the names of the twelve men finally selected to sit as jurymen in the case between Shake-speare and Addenbrooke for collection of a debt (note that Philip Greene and James Elliott were ill); (2) "John Doe and Richard Roe" were bondsmen for each juror; (3) the jurors retired, then rendered their verdict; (4) the decision was for the plaintiff, William Shake-speare; the "costs" were cost 4d. and damages 2d. (5) "Exitus," 6s. 8d.; "misas," 4d.; "dampna," 2d.

These entries, "exitus," "misas," and "dampna," are puzzling. According to Martin's Record Interpreter (s. vv.), "exitus" and "misas" should mean "costs," and "dampna," of course, means "damages." Perhaps "exitus" means the cost of the jurymen's service and "misas" means the cost of the executions. But the "dampna" is given as but .2d., whereas the next document says that William Shakespeare was allowed 20s. as damages for Addenbrooke's with-

holding the payment of the debt. Was this "ijd" Greene's clerical error for "xxiv³"? It may be the "ijd" as "dampna" does not refer to Shakespeare at all. If not, what were the "dampna" for?

F. The sixth of the legal instruments in the case was the order of the Court of Record to the sergeant of the mace to summon John Addenbrooke before the Bailiff at the next court and to satisfy the requirements of the verdict. The Latin manuscript, approximately 12 by 1½ inches, dated March 15, 6 James I, 1609, is here given as Document 197.

Thomas Greene's entry shows that justice miscarried, but not through nonsuiting in the Court of Record: (1) the sergeant of the mace had summoned the defendant John Addenbrooke (who had lost his case) to appear at the next session of the court; (2) Addenbrooke was to appear to satisfy the decision of the court in the suit to recover £6 from him for William Shakespeare; (3) twenty-four shillings (about \$48) were the damages awarded William Shakespeare for Addenbrooke's withholding the payment of the debt; (4) Francis Smyth, Jr., gentleman, was the witness for the Bailiff; (5) Francis Boyce was the sergeant of the mace; but (6) "Infranominatus Johannes non est inventus infra libertatem hujus burgi"-"the within-named John has not been found within the jurisdiction of this borough." John Addenbrooke had absconded and, by so doing, defeated justice. Thomas Hornby, it will be remembered, was his bondsman.

G. The seventh of the legal documents is a Court of Record order to the sergeant of the mace to summon Thomas Hornby as surety for John Addenbrooke to show cause why he, as bondsman for Addenbrooke, should not be answerable to William Shakespeare. The Latin manuscript, approximately 12 by 2½ inches, dated June 7, 7 James I, 1609, is here given as Document 198.

This rather long entry by Thomas Greene in the records of the Court of Record was, first of all, a review of the entire case: (a) The court had ordered the sergeant of the mace to bring John

ibidem, xv die Marcii, annis regni domini nostri Jacobi, Dei gracia regis Anglie, Francie et Hibernie sexto, et Scotie xlijo.

[Signed]: Greene.

[Endorsed]:

Infranominatus Johannes non est inventus infra libertatem hujus burgi.

[Signed]: Franciscus Boyce, serviens.

[English translation of the legal Latin]:

Borough of Stratford. John Addenbrooke was summoned by the sergeants at mace the same which they executed, whether etc., greetings, etc., thus they have his body in the presence of the

bailiff of the aforesaid borough, at the next Court of Record held there, to satisfy William Shakespeare, gentleman, concerning not only a debt of six pounds which said William recovered in said court against him but also twenty-four shillings which were adjudged to him for damages and costs which he sustained on the occasion of withholding said debt, and that they have here then this order. Witnessed by Francis Smyth, Jr., gentleman, for the same bailiff, this fifteenth day of March, the sixth year of the reign of our Master James, by the Grace of God King of England, France and Ireland, and the forty-second of Scotland.

[Signed]: Greene.

[Endorsed]:

The within-named John has not been found within the jurisdiction of this borough.

[Signed]: Francis Boyce, sergeant.

[DOCUMENT 198]

[COURT ORDER SUMMONING THOMAS HORNBY AS SURETY FOR JOHN ADDENBROOKE, 1609]

Stratford Preceptum est servientibus ad clavam ibidem quod cum Burgus. quidam Willielmus Shackspeare, generosus, nuper in curia domini Jacobi, nunc regis Anglie, burgi predicti, ibidem tenta virtute literarum patentium domini Edwardi, nuper regis Anglie, sexti, levavit quandam querelam suam versus quendam Johannem. Addenbrooke de placito debiti, cumque eciam quidam Thomas Horneby de burgo predicto in eadem querela devenit plegius et manucaptor predicti Johanne, scilicet, quod si predictus Johannes in querela illa legitimo modo convincaretur quod idem Johannes satisfaceret prefato Willielmo Shackspeare tam debitum in querela illa per prefatum Willielmum versus predictum Johannem in curia predicta recuperandum quam misas et custagia que eidem Willielmo in querela illa per eandem curiam adjudicata forent versus eundem Johannem, vel idem se redderet prisone dicti domini regis Jacobi nunc, burgi predicti, ad

satisfaciendum eidem Willielmo eadem debitum misas et custagia; et ulterius quod si idem Johannes non satisfaceret eidem Willielmo debitum et misas et custagia, nec se redderet predicte prisone dicti domini regis nunc ad satisfaciendum eidem Willielmo in forma predicta, quod tunc ipse idem Thomas Horneby debitum sic recuperandum et misas et custagia sic adjudicata eidem Willielmo satisfacere vellet. Cumque eciam in querela illa taliter processum fuit in cadem curia quod predictus Willielmus in loquela illa, per judicium ejusdem curie, recuperabat versus predictum Johannem tam sex libras de debito quam viginti et quatuor solidos pro decremento misarum et custagiorum ipsius Willielmi in secta querela illius appositos. Super quo preceptum fuit servientibus ad clavam ibidem quod capiant, seu etc., predictum Johannem, si etc., et eum salvo etc., ita quod habeant corpus ejus coram ballivo burgi predicti, ad proximam curiam de recordo ibidem tenendam, ad satisfaciendum predicto Willielmo de debito predicto sic recuperato, quam de viginti et quatuor solidis pro predictis dampnis et custagiis adjudicatis; unde Franciscus Boyle, tunc et nunc serviens ad clavam, ad diem retorni inde mandavit quod predictus Johannes non est inventus in balliva sua, unde idem Willielmus, ad predictam curiam dicti domini regis, supplicaverit sibi de remedio congruo versus predictum manucaptorem in hac parte provideri, super quod preceptum est servientibus ad clavam ibidem quod per probos et legales homines de burgo predicto scire faciant, seu etc., prefatum Thomam quod sit coram ballivo burgi predicti, ad proximam curiam de recordo in burgo predicto tenendam, ostensurus si quid et se habeat vel dicere sciat quare predictus Willielmus execucionem suam versus eundem Thomam de debito et misis et custagiis illis habere non debeat, juxta vim, formam et effectum manucapcionis predicti, si sibi viderit expedire, et ulterius facturus et recepturus quod predicta curia dicti domini regis consideret in ea parte, et habeant ibi tunc hoc preceptum. Teste Francisco Smyth juniore, generoso, ballivo ibidem, septimo die Junii, annis regni domini nostri Jacobi, Dei gracia regis Anglie, Francie et Hibernie, septimo, et Scotie xlijo. [Signed]: Greene.

[Endorsed]:

Virtute istius precepti mihi directi per Johannem Hemynges et Gilbertum Chadwell, probos et legales homines burgi infrascripti, scire feci infranominatum Thomam Hornebye, prout interius mihi precipitur.

[Signed]: Franciscus Boyce, serviens.

[English translation of the legal Latin]:

There is an order to the sergeants at Borough of Stratford. mace that when a certain William Shakespeare, gentleman, recently in the court of James, now King of England, of the aforesaid borough, same held by virtue of letters patent from King Edward VI, recently king of England, carried his own certain complaint against a certain John Addenbrooke concerning the payment of a debt; and when a certain Thomas Hornby of said borough in the same complaint became a pledge and mainpernor for the said John, towit: that if the said John in said suit were convicted in a legal manner that the same John would satisfy said William Shakespeare not only for the debt in said complaint by said William against said John to be recovered in the aforesaid court but also for the loss and cost to the same William in that complaint by said court that would be adjudged against said John; or that he would go to prison in the said year of the reign of James, now King in said borough, to satisfy to William Shakespeare the said debt, loss and costs; and furthermore, that if the same John does not satisfy for same William the debt, loss, and costs, and does not go to the aforesaid prison in the said year of our king to satisfy the said William in form aforesaid, then the same Thomas Hornby wishes to satisfy for the recovery of the debt, losses, and costs thus adjudged to the same William. And since also in that complaint such proceeding were had in the same court that the said William in said case by the judgment of said court recovered against the said John not only six pounds for debt but also twenty-four shillings for the payment of losses and costs of the same William, appropriate to his suit and complaint. For which there was the order to the sergeant at mace the same which they executed, etc., etc., said John, if etc., greetings, that they have his body in the presence of the bailiff of said borough at the next Court of Record there held to satisfy said William concerning said debt so recovered; namely, to the extent of twentyfour shillings for said damages and costs adjudged. Wherefore Francis Boyle, then and now sergeant at

Addenbrooke before the Court of Record to stand trial for a suit for debt against him brought by William Shakespeare. (b) Thomas Hornby had assumed the bonded responsibility that Addenbrooke would pay the debt and the damages, or go to jail for it, if he were convicted in a legal manner. (c) If Addenbrooke did not pay the debt, damages, and costs, or if he did not go to prison in satisfaction thereof, Thomas Hornby would satisfy William Shakespeare for the debt, damages, and costs adjudged to the complainant. (d) The jury had decided the case in favor of William Shakespeare. (e) The court ordered the sergeant of the mace to bring John Addenbrooke into court to satisfy the court's decision. (f) Francis Boyce, sergeant of the mace, reported that the defendant could not be found within the jurisdiction of the borough and its Court of Record. (g) William Shakespeare asked the court to proceed for him against Thomas Hornby and that the court, through two upright and legal men of the borough, make it known to him and have the bondsmen appear before the court at its next session. (h) Thomas Hornby shall have a hearing as to whether or not he, the bondsman for Addenbrooke, should be required to fulfill his legal obligation in the case, whatever the court's decision. (i) Francis Smyth, Jr., gentleman, was witness for the Bailiff. (j) The date is June 7, 1609. (k) Through John Heminges and Gilbert Chadwell, good and legal men of the borough, Francis Boyce, sergeant of the mace, executed the writ upon Thomas Hornby, who shall be seized and brought before him.

And there are no further entries in the case. William Shakespeare had secured a judgment against John Addenbrooke, who quickly left the jurisdiction of the Court of Record. William Shakespeare then proceeded against Thomas Hornby, the bondsman. There the record ends.

It should be remembered that these documents are not always the originals; they are Thomas Greene's entries in the Register of the Court of Record. They are, then, the minutes or the summary

mace on the day for returning the writ, announced that said John was not found within his bailiwick. Wherefore the said William prays to said court of said Lord King that there be provided to him said suitable remedy against aforesaid mainpernor in the suit concerning which it was ordered to the sergeants at mace which they make known through upright and legal men of said borough, whether etc., that the aforesaid Thomas be in the presence of the bailiff of the said borough at the next court of record held in said district to show either if he has anything to say or whether or not he knows why the aforesaid William ought not have his execution against the said Thomas, concerning the debt, the losses, and the costs, according to the force, form, and effect of said mainpernor, whether or not he should see how to extricate himself and furthermore, whether or not he would do and would accept what said court of said King decrees in this matter, and therefore they have this order. Witnessed by Francis Smyth, Jr., gentleman, before the same bailiff on the seventh day of June in the seventh year of the reign of James, by Grace of God King of England, France and Ireland and forty-second year of his reign of Scotland.

[Signed]: Greene.

[Endorsed]:

By virtue of this order they have directed me through John Heminges and Gilbert Chadwell, good and legal men of the borough named within, to execute the within-named writ upon Thomas Hornby, that he shall be seized and brought before me.

[Signed]: Francis Boyce, sergeant.

of the legal action. From them one may, with a fair degree of certainty, reconstruct the entire proceedings. The whole is an exemplary and typical case of a suit for recovery of debt in the local Court of Record, of the borough of Stratford, presided over by the High Bailiff, with its official records kept as entries by the town clerk. Shakespeare, it seems, had retired in 1608–9, for the time being at least, from his active work in the theater of London.

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LXXIX

THE PUBLICATION OF TROILUS AND CRESSIDA, 1609

AKING advantage of Shakespeare's popularity and his retirement from the theater, R. Bonian and H. Walley issued in 1609 the first quarto of *Troilus* and Cressida, which had been written as early as 1602.

A. The first published text of Troilus and Cressida is a quarto in signatures A-L⁴, M², a total of forty-six leaves, the last of which is blank. It exists with two different title pages. Of the first issue, the title page of which is here given as Document 199, only five copies are known: (1) British Museum, (2) Yale, (3) Holford (leaves are entirely uncut, now owned by A. S. W. Rosenbach), (4) Huntington, and (5) Folger Shakespeare Library.

B. The second issue of 1600 was a quarto in signatures *2, A2-A4, B-L4, M1, making a total of forty-five leaves. For it, the title page of the first issue was canceled (original leaf A1 was cut out), and a new title page, a double sheet, with the signature * and an epistle *1 and *27 was pasted in. Of some dozen copies extant, one each is at the British Museum, the Bodleian, Trinity College (Cambridge), Folger Shakespeare, and Huntington libraries. The revised title page is here given as Document 200.

The texts of the two issues are virtually identical, including the signature numbering. A critical examination of the typographical setup of the two title pages indicates that only the upper part of the first was reset. Beginning with "Written by William Shakespeare" and the ornament (not a printer's device), and including the entire imprint, the two title pages are of the same font and are arranged identically. The second may, however, have been reset entirely. It should be noted that, whereas the title of the play in the first issue

is "The / Historie of Troylus / and Cresseida," the title for the second is "The / Famous Historic of / Troylus and Cresseid." It should be noted further that the first issue reads "As it was acted by the Kings Maiesties / seruants at the Globe," whereas the second issue reads "Excellently expressing the beginning / of their loues, with the conceited wooing / of Pandarus Prince of Licia." Obviously the first title emphasizes the theater appeal of the play and the second the literary values. The epistle (see p. 403) added to the second issue clarifies the literary rather than the theater emphasis. Each title page has G. Eld (the printer of the Sonnets of the same year, 1609) as the printer. Steevens reprinted this issue in 1766; also E. W. Ashbee used it for his facsimile of 1863 and William Griggs for the Shakespeare Quarto of 1886.

George Eld, who was an active London printer from 1602 to 1624, printed the following: (1) ca. 1604, Epigrames, by I.C., for W. Colton; (2) 1605, Seianus, for Thomas Thorpe; (3) ca. 1606, The Tragedie of Caesar and Pompey, for John Wright; (4) 1606, The Returne from Pernassus, for John Wright; (5) 1607, The Puritaine or the Widdow of Watlingstreete, by W.S.; (6) 1609, Troilus and Cressida, for R. Bonian and H. Walley; (7) 1609, the second issue of Troilus and Cressida, for Bonian and Walley: (8) 1609, Shake-speares Sonnets, for Thomas Thorpe; (9) 1614, The Ghost of Richard the Third, for L. Lisle; (10) 1617, The Merry Divel of Edmonton, for Arthur Johnson.

Of Troilus and Cressida only this 1609 Quarto I was issued before its supposedly belated inclusion in the 1623 First Folio. Quarto I of Troilus and Cressida is a "good" quarto.

It was from Richard Bonian and Henry Walley that Heminges and Con-

dell had to secure the Troilus and Cressida for the 1623 First Folio. Obviously they met with difficulty: the groups of comedies, histories, and tragedies were arranged, set up, and printed without Troilus and Cressida having been included in any of them. When, at the last moment perhaps, it was secured, on separate leaves and with folios unpaged, it was printed and inserted, between the histories and the tragediesirregularly, for the play is actually a comedy. Some scholars think the original intent of the editors was to print it following Romeo and Juliet in the space now occupied by Timon of Athens, which some scholars assert Heminges and Condell intended to omit along with Pericles. But the editors of the First Folio classed it as a tragedy and inserted it so as to be first in the group of tragedies. Moreover, whereas the head title and the running title (in part: on two pages only) in the Folio read "The Tragedie of Troylus and Cressida," the epistle to the second issue of the 1609 Quarto I classes the play as one of Shakespeare's comedies, and the 1609 Register entry calls it "the history of Troylus and Cressida."

It is not too much to suggest that Bonian and Walley's Quarto 1 of Troilus and Cressida was undertaken definitely with a view of taking advantage of William Shakespeare's prominence in the dramatic field, accentuated now by his retirement. Documentary evidence is still lacking to explain why in 1608–1609 William Shakespeare ceased being active in the theater. Overwork, ill health, belief that his work had been done, a consciousness of being surpassed in popularity by Beaumont and Fletcher, and other reasons, all have been suggested. Shakespeare's dramatic company had always utilized the plays of others-Dekker, Day, Rowley, Wilkins,

and others—besides those of their chief dramatist. And in 1609 they very definitely secured the services of two young and promising dramatists of the new school—Francis Beaumont and John Fletcher (aristocrats)—who promptly ranked highest in popular favor. Yet Shakespeare's prominence in the theater and his professional retirement were items not to be disregarded by ambitious publishers. His name was now brought to the fore in a most emphatic manner and placed on the title pages. Never before had his name been so displayed. This was a definite tribute to the popularity and prominence of the great English dramatist. In 1609 Bonian and Walley, taking advantage of this situation, issued the quarto of Troilus and Cressida.

C. On signatures *2", of the second issue of the 1609 *Troilus and Cressida* appeared the explanatory epistle here given as Document 201.

This epistle definitely belongs to the second issue of the 1609 Quarto 1 of Troilus and Cressida and not to the first, as Collier suggested and as Halliwell-Phillips (Outlines, I, 209) asserted. A careful comparison of the two shows that, whereas the signatures for the main body of the the two issues are identical, the original leaf A1 (containing the title page of the first issue) was entirely cut out and two new leaves containing the new title page and the epistle were pasted in. Moreover, the text of each issue begins on A2, and in both the running title reads "The history of Troylus and Cresseida," which is identical with the heading on the title page of the first issue. Finally, the entry in the Stationers' Register (see below) does not have the word "Famous" in its title of the play. It may reasonably be taken for granted that the entry followed the wording of the first issue.

Despite the fact that Troilus and Cressida had been written at least as early as 1602 and despite the fact that the 1603 entry in the Stationers' Register to Roberts asserts "as yt is acted by my lord Chamberlens Men," four times this epistle declares it is a new play: (1) "you have heere a new play"; (2) "neuer

stal'd with the Stage"; (3) neuer clapper-clawd with the palmes of the vulger"; and near the close (4) "not being sullied, with the smoaky breath of the multitude." True, no contemporary record makes certain that Shakespeare's Troilus and Cressida was ever acted in 133, 135) holds otherwise: the play probably had been acted in 1608 or 1609 and probably had failed; hence the publishers hastily deleted the first title page and inserted another to appeal to the reading public. Probably the play had been acted in 1602—and failed then also.

[DOCUMENT 199]

[TITLE PAGE OF THE FIRST ISSUE OF THE QUARTO OF TROILUS AND CRESSIDA, 1609]

THE / Historic of Troylus / and Cresseida. / As it was acted by the Kings Maiesties / Servants at the Globe. / Written by William Shakespeare. / [Ornament: not a printer's device] / LONDON / Imprinted by G. Eld for R Bonian and H. Walley, and / are to be sold at the spred Eagle in Paules / Church-yeard, ouer against the / great North doore. / 1609. /

his own day, though there is evidence that other dramatizations of this theme were frequently on the boards; and Alexander, Adams, Tatlock, Bartlett, and others hold that the publishers, in first issuing this play, attached, on the title page, the somewhat conventional statement that would publicize any play—"acted by my lord Chamberlen's

Probably the play had been acted at Court or at one of the Inns of Court, that is, privately—the satirical and realistic nature of *Troilus and Cressida* hints that originally it may have been written for some private performances and never intended for the public stage. All this aside, the fact is that *Troilus and Cressida* is a "literary" drama and not a

[DOCUMENT 200]

[TITLE PAGE OF THE SECOND ISSUE OF THE QUARTO OF TROILUS AND CRESSIDA, 1609]

THE / Famous Historie of / Troylus and Cresseid. Excellently expressing the beginning / of their loues, with the conceited wooing / of Pandarus Prince of Licia. / Written by William Shakespeare. [Ornament same as in Document 199] / LONDON / Imprinted by G. Eld for R. Bonian and H. Walley, and / are to be sold at the spred Eagle in Paules / Church-yeard, ouer against the / great North doore. / 1609.

Men"—and then, on discovering that this play actually had never been so acted, hastily deleted that title page, set up a new one, and, adding in the epistle that the play actually had never been on any stage, placarded the "new" volume before the unsuspecting reading public. W. W. Lawrence (Shakespeare's Problem Plays, 1931, pp. 132,

"theatrical" play. Even Shakespeare's own dramatic ability could not prevent its failure on any stage.

Though Troilus and Cressida was not issued in quarto before 1609, it had been written, quite in keeping with the Elizabethan interest in the theme, as early as 1602. Hamlet, written at about this same period, makes frequent allusions

[DOCUMENT 201]

[EPISTLE PREFIXED TO THE SECOND ISSUE OF THE QUARTO OF TROILUS AND CRESSIDA, 1609]

A neuer writer, to an euer reader. Newes.

ETernall [endless] reader, you have heere a new play, neuer stal'd with the Stage, neuer clapper-clawd (to drub) with the palmes of the vulger [common people], and yet passing [exceedingly] full of the palme comicall [raising mirth]; for it is a birth of your braine, that neuer vnder-tooke [to have to do with] any thing comicall, vainely [to no purpose; idly, in vain]: And were but the vaine names of commedies change for the titles of Commodities [merchandise; profits, advantages], or of Playes for Pleas; you should see all those grand [mighty; chief] censors [critics], that now stile them such vanities, flock to them for the maine grace of their gravities [dignity; sobriety]: especially this authors Commedies, that are so fram'd [planned, fashioned] to the life, that they serue for the most common Commentaries [memoir; record], of all the actions of our liues shewing such a dexteritic [nimbleness], and power of witte [intellectual power; judgment, understanding], that the most displeased with Playes, are pleasd with his Commedies. And all such dull and heavy-witted [slow-minded; stupid] worldlings [people of this present world; men], as were neuer capable of the witte of a Commedie, comming by report of them to his representations [personation; exhibition on the stage], have found that witte there, that they neuer found in them selues, and haue parted [departed] better wittied then they came: feeling an edge of witte set vpon them, more then euer they dreamd they had braine to grinde [whet] it on. So much and such sauored salt of witte is in his Commedies, that they seeme (for their height of pleasure) to be borne in that sea that brought forth Venus [Venus and Adonis]. Amongst all there is none more witty then this: And had I time I would comment [to discourse; to reason] vpon it, though I know it needs not, (for so much as will make you thinke your testerne [a sixpence] well bestowd [to spend; to lay out]) but for so much worth, as euen poore I know to be stuft in it. It deserues such a labor, as well as the best Commedy in Terence or Plautus. And beleeue this, that when hee is gone, and his Commedies out of sale, you will scramble for them, and set vp a new English Inquisition. Take this for a warning, and at the perrill of your pleasures losse, and Iudgements, refuse not, nor like this the lesse, for not being sullied, with the smoaky [emitting smoke (of tobacco)] breath of the multitude; but thanke fortune for the scape [getting safe out of danger] it hath made amongst you. Since by the grand [chief] possessors [owners] wills [willingness] I beleeue you should have prayd for them rather then beene prayd. And so I leave all such to bee prayd for (for the states of their wits healths) that will not praise it. Vale.

to phases of the Cressida tale, thus confirming Shakespeare's interest in the theme. From the medieval tendency to categorize and emphasize types, the Elizabethans inherited types of conduct, types of personality, types of character, etc. Helen's beauty, Sinon's treachery, Lucrece's modesty, Venus' lust, Ulysses' crastiness, Hector's bravery, Hecuba's woe, Tamburlaine's conquering spirit, Grisclda's patience, Cressida's fickleness -all exemplify the tendency. The story of Troy had captivated Euripides and Sophocles among the Greeks, Ovid and Virgil among the Latins, and Chaucer and Lydgate in England. Chapman's translation of Homer, in 1508, accentuated its popularity on the Elizabethan stage. Records from 1559 to 1599 show dramatic handling of the theme no sewer than twenty-nine times. Henslowe's Diary (edited by Greg, 1904, I, 104, 106, 109) for April, May, and June, 1599, has entries which show that Dekker and Chettle were the authors of a Troilus and Cressida. Cowdray's Treasurie or Storehouse of Similes (1600, p. 380) has comment relative to this play by Dekker and Chettle. It is not extant; but Greg's Henslowe Papers (1907, pp. 142, 144) reprints the stage "plot" of this dramatic product.

Shakespeare's version, apparently, was based, at least the later scenes, upon some earlier version, traces of which definitely survive. Articles by Tatlock and Rollins' have done much to clarify Shakespeare's indebtedness to the traditional handling of the theme in England.

D. The Register of the Stationers' Company has entries for *Troilus and Cressida* here given as Documents 202 and 203.

From the entry of February 7, 1603, since actually no quarto was printed before 1609, it appears that James Roberts, who was a friend to the Lord Chamberlain's Men and official printer of the actors' playbills, had secured a "blocking" license (A. W. Pollard, Shakespeare

¹ J. S. P. Tatlock, "The Siege of Troy in Elizabethan Literature, especially in Shakespeare and Heywood," Publications of the Modern Language Association, XXX (1915), 673–770; Hyder E. Rollins, "The Troilus-Cressida Story from Chaucer to Shakespeare," ibid., XXXII (1917), 383–429.

Folios and Quartos, 1909, p. 66, suggests a "provisional" or "cautionary" entry) for their Troilus and Cressida. The year before, 1602, this same James Roberts appears to have rendered a similar service to Shakespeare's Company in behalf of their Hamlet, of which the now famous pirated, 1603, mangled Quarto 1 was issued by Nicholas Linge and John Trundell. The "full Court" sat in the matter of licensing Troilus and Cressida; it could not be printed before "he hath gotten sufficient aucthority for yt." The fee commonly imposed to have a manuscript licensed, for acting, by the Master of the Revels was £1 (\$40). Only "vjd." was the fee commonly imposed for entry in the Register of the Stationers' Company. Since the play was not published in 1603, and since the play was not acted at the time (perhaps not even licensed by the Master of the Revels), this "blocking" license appears to have been entered by mutual understanding between the Stationers' Company, James Roberts, and the Chamberlain's Men. This 1603 license did not prevent, seemingly, the license for the same play secured by Bonian and Walley in 1609, here given as Document 203.

How "Richard Bonion" (a year older than his partner Walley) and "Henry Walleys" (who obtained his "freedom" December 1609) secured a manuscript of Shakespeare's Troilus and Cressida has not been explained. Nevertheless their copy probably presents fairly accurately what Shakespeare had written. They had secured, early in 1609, entries for items by Shakespeare, Jonson, Chapman, and others, but seem to have had difficulties with each of their projects. Having no printing establishment of their own, they engaged the services of G. Eld to print Troilus and Cressida.

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[DOCUMENT 202]

[STATIONERS' REGISTER ENTRY CONCERNING TROILUS

AND CRESSIDA, 1603]*

[1603] 7 februarij

master Robertes

Entred for his copie in full Court holden this day to print when he hath gotten sufficient aucthority for yt, The booke of 'Troilus and Cresseda' as yt is acted by my lord Chamberlens Men vid

* Edward Arber, Transcript of the Registers of the Company of the Stationers, III, 226.

[DOCUMENT 203]

[STATIONERS' REGISTER ENTRY FOR TROILUS

AND CRESSIDA, 1609]*

[1609] 28uo Januarij /

Richard Bonion Henry Walleys

Entred for their Copy vnder th[e h] andes of Master Segar deputye to Sir George Bucke and master warden Lownes a booke called the history of Troylus and Cressida vjd

* Arber, op. cit., III, 400.

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LXXX

THE PUBLICATION OF PERICLES, 1609

Henry Gosson issued in 1609, as a first quarto and with its text highly corrupt, the play entitled *Pericles*. The original documents concerning it include an entry in the Stationers' Register and the title page of the first quarto edition.

Greg considers that the phrase in another Stationers' Register entry, "A booke called the booke of the merchante of Venyce" (Arber, Transcript, III, 175), refers to the original manuscript of the play. The entry for Pericles reads the same: "A booke called. the booke of Pericles prynce of Tyre." This phrasing is not common in the Register entries:

[DOCUMENT 204]

[STATIONERS' REGISTER ENTRY CONCERNING PERICLES, 1608]*

[1608] 20 Maij

Edward Blount

Entred for his copie vnder thandes of Sir George Buck knight and Master Warden Seton A booke called. the booke of Pericles prynce of Tyre vjd

* Edward Arber, Transcript, III, 378.

A. The Register of the Stationers' Company for May 20, 1608 shows that *Pericles* was copyrighted by Edward Blount by Sir George Buck. Blount, later in 1623, was one of the printers of the First Folio. The entry is here given as Document 204.

usually merely "a booke" preceded the name of the play, not "A booke called the booke."

B. About a year after the copyright entered by Edward Blount, *Pericles* was published, not by Blount but by Henry Gosson. There appear to have been two

issues of it in 1609, the title pages of which are identical. Why Blount did not publish the volume has never come to light; nor is there any entry in the Register of his having transferred his copyright to Gosson. The title page of the 1609 *Pericles* is given here as Document 205.

This quarto is in signatures A-I', making 36 leaves, the last of which was blank. Nine copies are extant, of which a copy each is at the Bodleian Library, British Museum, Huntington, and Folger Shakespeare libraries. There are two issues of *Pericles* in quarto form in 1609, neither apparently a reprint of the other: in line 3 on signature A^{2r} one Quarto has "Enter Gower" where the other has "Eneer Gower"; and other textual variations suggest two different editions rather than one as a reprint of the other. In signatures and in leaves, the two copies are identical. The "Enter Gower" copy has commonly been considered the first of the printings. This rather long title page, giving the content of the story of the play, was a publisher's rather than a printer's title.

In view of the highly corrupt text of

Pericles, one is amazed at the popularity of the play. In addition to Quartos 1 and 2 in 1609 there appeared a Quarto 3 in 1611, of which but two copies are extant (British Museum and Folger); a Quarto 4 by Pavier in 1619, of which some twenty copies are known; a Quarto 5, two different imprints but with the same text, in 1630, of which seven and nine copies are known, respectively; and a Quarto 6 in 1635, of which fifteen copies are extant.

The Pavier Quarto is in signatures R-Z⁴, Aa⁴, Bb² with the first leaf blank, making a total of 35 leaves. The Quartos of 1630 and 1635 are each in signatures A-H⁴, I², making 34 leaves, whereas the earlier quartos of 1609 and 1611 are in A-I⁴, making 36 leaves.

Whether or not George Wilkins' prose version of the story (1608; perhaps influenced the play itself) had anything to do with the popularity of the play in printed form cannot at present be demonstrated. The full title of this prose version ran: "The Painfull Aduentures of Pericles Prince of Tyre. Being the true History of the Play of Pericles, as it was lately presented by the worthy and ancient Poet John Gower. [Woodcut of John Gower] At London Printed by T. P[urfoot] for Nat. Butter, 1608." Two copies only are known, one in the British Museum and one in the Zurich Stadtbibliothek. Because George Wilkins1 signed his name to the attached Epistle to Henry Fermor, J. P. of Middlesex, he has been considered the author. Tycho Mommsen issued an edition of this prose version in 1857. Today one can scarcely understand the popularity of either the play or the story in Elizabethan times.

Although the "bookkeepers," John Heminges and Henry Condell did not include *Pericles* when they prepared the First Folio, it seems virtually certain that William Shakespeare had some part in the composition of this play. It did not appear even in the Second Folio of 1632.

But in 1646 S. Sheppard, in his *The Times displayed in Six Sestyads*, accredited it to Shakespeare; and in 1664 it was included in the second issue of the Third Folio.

The fact that the 1609 Quarto 1 published by Henry Gosson had "By William Shakespeare" on its title page should not in itself be taken as conclusive evidence that Shakespeare was alone the author. William Jaggard took the

Facsimiles

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E. W. Ashbee, Pericles, 1611, 1871

CHARLES PRAETORIUS, Pericles: by William Shakespeare and Others. The First Quarto, 1609, a Facsimile from the British Museum Copy, C. 12. h. 5. Introduction by P. Z. Round, 1886, Shakspere Quartos, Vol. XXI CHARLES PRAETORIUS, Pericles: by William Shakespeare and Others. The Second

[DOCUMENT 205]

[TITLE PAGE OF THE FIRST QUARTO OF PERICLES, 1609]

THE LATE, / And much admired Play, / Called / Pericles, Prince / of Tyre. / With the true Relation of the whole Historie, / aduentures, and fortunes of the said Prince: / As also, / The no lesse strange, and worthy accidents, / in the Birth and Life, of his Daughter / MARIANA. / As it hath been divers and sundry times acted by / his Maiesties Servants, at the Globe on / the Banck-side. / By [decoration]

William $_{\Lambda}$ Shake $_{\Lambda}$ peare. / [Ornament] / Imprinted at London for Henry $Go \int fon$, and are / to be $_{\Lambda}$ fold at the $_{\Lambda}$ figne of the Sunne in / Pater-no $_{\Lambda}$ for row, &c. / 1600.

same liberty with the dramatist's name when he published in 1599 The Passionate Pilgrim, of which only a part was by the great poet. The Yorkshire Tragedy (1608) also had "VVritten by VV. Shakspeare" on its title page, but was not by the dramatist. The Puritaine (1607) had "Written by W.S." on its title page. In 1605 The London Prodigal appeared as "By VVilliam Shakespeare."

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² See Henrietta C. Bartlett's Mr. William Shakespeare, 1923, pp. 57-70, for "spurious plays" accredited to William Shakespeare. See also C. F. Tucker Brooke's Shakespeare Apocrypha (1908). Quarto, 1609, a Facsimile from the British Museum Copy, C. 34. k. 36. Introduction by P. Z. Round, 1886, Shakspere Quartos, Vol. XXII

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¹ George Wilkins had published, in 1605, a prose pamphlet, The Three Miseries of Barbary: Plague, Famine, Civill Warre; in 1607 his play The Miseries of Inforst Mariage; and in 1607, with Thomas Dekker, Jests to Make You Merie. Pericles has been accredited to him.

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LXXXI

THE PUBLICATION OF SHAKE-SPEARES SONNETS, 1609

IRTUALLY fifteen years after they were written, Shakespeares Sonnets were published in 1609, by Thomas Thorpe, apparently taking advantage of Shakespeare's retirement from the active stage. The title page of the first edition is here provided as Document 206.

William Aspley. / 1609." Aside from the different imprints on the title pages, the volumes are identical. Copies of both imprints are in the Bodleian Library, the British Museum, Folger Shakespeare, and Huntington libraries. The Huntington copy of the Wright imprint has "George Steevens" written on its title page.

[DOCUMENT 206]

[TITLE PAGE OF FIRST EDITION OF SHAKE-SPEARES SONNETS, 1609]

[Ornament] / SHAKE-SPEARES / SONNETS. / Neuer before Imprinted. / [two parallel horizontal lines] / AT LONDON / By G. Eld for T. T. and are / to be solde by Iohn Wright, dwelling / at Christ Church gate. / 1609.

This 1609 first edition of Shake-speares Sonnets is a quarto in signatures A², B-K⁴, L², a total of 41 leaves. The volume measures approximately 4½ by 6½ inches. There were two definite imprints; that is, two separate title pages for two different booksellers. One was the John Wright imprint shown in Document 206, of which some thirteen copies are known. Six other copies bear the imprint: "AT LONDON / By G. Eld for T.T. and are / to be solde by

In addition to the 1609 Shake-speares Sonnets, John Wright published the 1605 quarto of The True Chronicle of King Lear; the 1606 (n.d.) quarto of The Tragedy of Caesar and Pompey; the 1606 The Returne from Pernassus; the 1618, 1619, 1621, and 1626 quartos of Mucedorus; and the 1631 quarto of Faire Em.

William Aspley, in addition to the 1609 Shake-speares Sonnets, published the 1600 quarto of Henry IV, Part II,

and the 1600 quarto of Much Ado about Nothing, the 1600 quarto of Thomas Dekker's Old Fortunatus, the 1604 quarto of John Marston's The Malcontent, and the 1605 quarto of George Chapman's Eastward Ho, and participated in the publication of the 1623 and 1632 folios of Shakespeare's works. In the light of these issues, Aspley was a more important publisher than Wright.

George Eld, the printer, printed the 1604 Epigrames by I.C., the 1605 quarto of Ben Jonson's Seianus, the 1606 quarto of The Tragedie of Caesar and Pompey, the 1607 quarto of The Puritaine by W.S., the 1609 quarto (2 issues) of Troilus and Cressida, the 1614 quarto of Christopher Brooke's The Ghost of Richard the Third, and the 1617 quarto (3d) of The Merry Divel of Edmonton. Hence Eld was a printer of some consequence; he was active from 1602 to 1624.

Thomas Thorpe, who was active as a publisher from 1603 to 1625, was the publisher of Ben Jonson's 1605 quarto of Seianus, which Jonson himself prepared for the press, and also of his 1607 Volpone. In 1600 he had issued Marlowe's unpublished Lucan. Sidney Lee (Preface, p. 29, to his 1905 facsimile of Shake-speares Sonnets) declared that

Profitles vserer why dost thou vse So great a summe of summes yet can'st not liue? (4, lines 7-8)

I must attend, times leasure with my mone. (44, line 12)

Similar evidence appears in misprints and the use of italics and capitals. If the

pany for January 30, 1600, is the entry: "3. January [1600] Eleazar Edgar Entred for his copye vnder the handes of the Wardens. A booke called *Amours* by J D. with *certen oyr sonnetes* by W.S. vjd." Here "Amours" and "sonnetes" are employed synonymously after the

[DOCUMENT 207]

[STATIONERS' REGISTER ENTRY CONCERNING SHAKE-SPEARES SONNETS, 1609]*

[1609] 20 Maij

Thomas Thorpe

Entred for his copie vnder th[e h]andes of master Wilson and master Lownes Warden a Booke called Shakespeares sonnettes vjd

* Edward Arber, Transcript, III, 410.

[DOCUMENT 208]

[STATIONERS' REGISTER ENTRY CONCERNING SHAKE-SPEARES SONNETS, 1639]*

eodem die [November 4, 1639]

John Benson.

Entred for his Copic vnder the handes of doctor Wykes and Master ffetherston warden An Addicion of some excellent Poems to Shakespeares Poems by other gentlemen. vizi. His mistris drawne. and her mind by Beniamin: Johnson. An Epistle to Beniamin Johnson by ffrancis Beaumont. / His Mistris shade. by R: Herrick. &c. vjd

Arber, Transcript, IV, 487.

corrupt text of Thorpe was directly the result of imperfections in manuscript copies, the large number of errors would suggest that Shakespeare's sonnets had been very widely copied (even recopied) and widely circulated. The only evidence concerning this, however, is Meres's "his sugred Sonnets among his private friends" in 1598. Manuscript commonplace books in the Folger Shakespeare Library contain numerous contemporary Elizabethan script copies of various Shakespearean sonnets.

In the Register of the Stationers' Com-

manner of late sixteenth- and early seventeenth-century usage. "J D." probably was Sir John Davies. Just who this "W.S." was has not been determined

(a William Smith who published some sonnets as "Chloris" in 1596?). It was not, of course, uncommon to use William Shakespeare's name on the title page of a volume when its entire content was not his own, in order to give the publication prestige; witness William Jaggard's The Passionate Pilgrim of 1599 (see chapter lii, Volume I). Since the volume this entered in the Register for January 3, 1600, was never published, it cannot be determined whether or not the "certain other sonnets by W.S." were by William Shakespeare. Even if by him they may have been compositions other than those which later appeared in the 1609 Shake-speares Sonnets.

The entries concerning Shake-speares Sonnets in the Stationers' Register provide very little concerning the history of the volume. They are here given as Documents 207 and 208.

The 1609 Sonnets were included in subsequent reprints of Shakespeare's poems in 1640 and in 1709 (n.d.). These later issues are important in that they exemplify an uncritical attitude toward the Sonnets. The 1640 title page is here given as Document 209.

This first collected edition of the poems of the dramatist was an octavo in signatures **, A-L*, M*, making a total of 96 unpaged leaves. Copies are in the British Museum, the Bodleian Library, Trinity College (Cambridge), Birthplace Museum, New York Public Library, Boston Public Library, Birmingham Library, Huntington Library, and Folger Shakespeare Library. Alfred Russell Smith issued a typed facsimile in 1885. The William Marshall portrait facing the title page was printed in this 1640 volume. Some fifty copies of the 1640 Poems are known, but few have

did not use the words "sonet" or "sonnet," he did translate Petrarch's Sonnet CII in his Troilus & Criseyde (Book I, stanzas 58-59). The Italian form of the word was sonet(s)o. The English use of the word "sonnet" to indicate the special poem of fourteen lines, each line of which has five stresses, began in the sixteenth century after Thomas Wyatt had published his imitations of Italian poems and verse. This may mean that the spelling was re-borrowed direct from the Italian. The French also for a time confused it with the more general "sonet." "Amour" was also a name sometimes given to the Italian sonnet(t)o in sixteenthand seventeenth-century England. Such a title as Songs and Sonnets was first used in the 1557 Tottel's Miscellany.

¹ Edward Arber, Transcript, III, 153.

⁸ In 1575, George Gascoigne wrote, "Some thinke all Poemes (being short) may be called Sonets, as in deede it is a diminutiue word deriued of Sonare." Not until 1611 did Cotgrave say, "A sonnet, or canzonet, a song (most commonly) of 14 verses." (Sonet" (Sonet, diminutive of son), in

[&]quot;Sonet" (< O.F. sonet, diminutive of son), in its general meaning of "melody" or "song," was first so used in England in the early fourteenth century. This use of the word continued throughout the sixteenth and seventeenth centuries. The application of the word to any short lyric or other poem developed during the mid-sixteenth century and apparently is found only in English. Though Chaucer

the engraving and both titles. Folger and Huntington library each has a copy containing the engraving. This 1640 Poems was a reprint of The Passionate Pilgrim (the 1612 edition), mostly interspersed among the sonnets, with some additions. It did not include Venus and Adonis, nor Lucrece, but it did include A Lover's Complaint. Poems by Beaumont, Herrick, Carew, Jonson, Barnfield, and others were included. The collection was a sort of miscellany. All of the sonnets except numbers 18, 19, 43, 56, 75, 76, 96, and 126 were reprinted—but in an order and grouping entirely different from that in Thorpe's 1609 text. The pronouns were altered so as to give the impression that all of the sonnets were written to a woman instead of some to a man. The title page and details here given are from the Huntington copy.

Early in the eighteenth century a new edition of Shakespeare's *Poems* appeared. The edition is undated, but it was probably issued in 1709. Bernard Lintot was the publisher. There is some variation in the title pages of this edition, but the Folger Shakespeare Library has six copies which bear the title page here given as Document 210.

In this edition the subtitle pages provided for Venus and Adonis (1593), The Rape of Lucrece (1594), The Passionate Pilgrim (1599), and Sonnets to Sundry Notes of Musick are all inaccurately dated 1609. The publisher said they "were Publish'd by himself [William Shakespeare] in the year 1609." This Collection of Poems appears to have been issued shortly after Rowe's 1709 edition of Shakespeare's works, for the advertisement speaks of "a late Edition of his Dramatick works in Six Volumes," refers to the omission from the six volumes of the poems as "very remarkable, which was either unknown, or forgotten by the Writer of it." The publisher was Bernard Lintot (1675-1736), who knew Swift and Pope and issued their translations of the Iliad and Odyssey. The date of the Collection of Poems was about 1709.

On signature A² appeared the following: "That most learn'd Prince, and

great Patron of Learning, King James the First, was pleas'd with his own Hand to write an amicable Letter to Mr. Shakespeare; which Letter, tho now lost, remain'd long in the Hands of Sir William D'avenant, as a credible Person now living can testify." This letter, if it ever actually existed, has never come

brings within the confines of one volume all the significant critical material on the subject which had appeared up to the time of its publication. More recent treatises, still in the autobiographical interest, consist mainly of studies of parallel passages and of attempts to provide a more reliable text. A more genuinely

[DOCUMENT 209]

[TITLE PAGE OF AN EDITION OF SHAKESPEARE'S POEMS, 1640]

POEMS: / VVRITTEN / BY / WIL. SHARE-SPEARE. / Gent. / [Heb Ddieu device of Cotes]* / Printed at London by Tho. Cotes, and are / to be fold by Iohn Benfon, dwelling in / St. Dunftans Church-yard. / 1640.

* R. B. McKerrow, Printers' and Publishers' Devices, 1913, No. 283.

[DOCUMENT 210]

[TITLE PAGE OF BERNARD LINTOT'S EDITION OF SHAKESPEARE'S POEMS]

A / COLLECTION / of / POEMS, / In Two Volumes; / Being all the Miscellanies of Mr. William / Shakespeare, which were Publish'd by / himself in the Year 1609. and now cor- / rectly Printed from those Editions. / The First Volume contains, I. Venus and / Adonis. II. The Rape of Lucrece. / III. The Passionate Pilgrim. IV. Some / Sonnets set to sundry Notes of Musick. / The Second Volume contains One Hundred and / Fifty Four Sonnets, all of them in Praise of / his Mistress. II. A Lover's Complaint of / his Angry Mistress. // LONDON: / Printed for Bernard Lintott, at the Cross-Keys, / between the Two Temple-Gates in Fleet- / street.

to light. Supposedly it was written by James I to William Shakespeare on the occasion of the dramatist's writing *Macbeth*, which play, critics agree, contains material complimentary to the sovereign.

The nineteenth century gradually interested itself in the supposed autobiographical aspect of Shakespeare's sonnets; the significant critical edition, in Variorum manner, of the early twentieth century is that of Raymond M. Alden in 1916. No serious study of the sonnets can ignore this work, which

accurate text after the Elizabethan manner and usage is still a desideratum.

The relationship of Shakespeare's sonnets to Elizabethan miscellanies generally, important as it may be, is not considered in this work.

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LXXXII

FURTHER LAND DEALINGS WITH THE COMBES, 1611

NE of the finest and most clear-cut examples of a foot of fine among all the Shake-speare documents is that of Trinity Term of court, 8 James I, 1611, by which William Combe I and John Combe IV confirmed to William Shake-speare the title to 107 acres of land purchased in 1602 and remissed to him 20 acres of pasture. This foot of fine is in the Public Record Office in London as "Pedes Finum Warwick, Trinity 8 Jacobus I [1611], Membrane 15."

Note that it is an actual court record of a transfer of possession of property: (1) William Shakespeare is the complainant ("querentem"); (2) William Combe and John Combe are the defendants ("deforciantes"); (3) the point at issue is concerning ("de") 107 acres of land and 20 acres of pasture in Old Stratford and Stratford-upon-Avon; (4) the summons to court was decided on between them; (5) the Combes recognize their tenements to be the right of William Shakespeare himself; (6) William Shakespeare has them (lands and rights) by gift from the Combes: (7) The Combes remise and quitclaim the tenements to William Shakespeare on behalf of their heirs forever and to Shakespeare and his heirs forever, warranting (each in a separate statement to that effect) the tenements to Shakespeare against the said Combes and their heirs in perpetuity; (8) in recognition of this gift, Shakespeare gives the Combes £100.

A. The praccipe (command), the slip of paper upon which were written the particulars of any legal writ or action which a person wished to have issued, was dated May 28, 1611. It is also printed as a note (Note 200) in Halliwell-Phillipps' Outlines (II, 331). The issuing of a praccipe was the customary initial legal step in such transactions. However, the concord of this fine was

prepared and dated April 13, 1611, and was acknowledged before Commissioners. It is given as Document 211.

B. The court entry of the fine, Trinity Term, 8 Jacobus I, 1611, is that here given as Document 212.

Transcripts are given in Halliwell-Phillipps' Outlines (II, 25) and in his The Life of William Shakespeare (1848, p. 231), in Lambert's Shakespeare Documents (1904, pp. 67-68), in Tucker Brooke's Shakespeare of Stratford (1926, p. 63), and in E. K. Chambers' William Shakespeare (1930, II, 109).

The transcript here given with the abbreviated Latin words spelled out in

so that Shakespeare may have added to his former purchase. The one hundred pounds here assigned as the purchase money was probably a mere legal fiction." In his Outlines (I, 229) he asserted: ". . . . in the early part of it [year 1611] Shakespeare purchased twenty acres of pasture land from the Combes, adding them to the valuable freeholds that he had obtained from those parties in 1602. After this transaction he owned no fewer than a hundred and twenty-seven acres in the common fields of Stratford and its neighborhood." Sir Sidney Lee (A Life of William Shakespeare, 1916, p. 319) de-

[DOCUMENT 211]

[COURT SUMMONS FOR CONCORD OF FINE FOR SHAKESPEARE'S PURCHASE OF LAND FROM THE COMBES, 1611]

Willielmo Combe armigero et Johanni Combe generoso quod juste &c. teneant Willielmo Shakespere generoso conventionem &c de centum et septem acris terre et viginti acris pasture cum pertinenciis in Olde Stratford super Avon.

full, without punctuation after the fashion of the document itself, is from the original in the Public Record Office.

This fine has precipitated a number of somewhat conflicting and misleading interpretations. Halliwell-Phillipps (Life of William Shakespeare, 1848, pp. 230-31) says: "We have already seen that Shakespeare was not at Stratford in May, 1602, when the indentures relating to his purchase of land from the Combes were to be executed. In Trinity Term, 1611, a fine was levied on this property, between William Shakespeare, plaintiff, and William and John Combe, defendants, but twenty acres of pasture land, not mentioned in the previous indentures are here described with the one hundred and seven acres of arable land;

clared: "Subsequently Shakespeare negotiated a further purchase from the two Combes of 20 acres of meadow or pasture land, to add to the 107 of arable land which he had acquired of the same owners in 1602. In April 1610 he paid to the vendors, the uncle and nephew William and John Combe, a fine of 1001. in respect of the two purchases." Mrs. C. C. Stopes (Shakespeare's Warwickshire Contemporaries, 1907, p. 221) holds: "In May, 1602, Shakespeare purchased for these three hundred and twenty pounds from John and William Combe, one hundred and seven acres of land near Stratford-upon-Avon, of which, as he was not in town, seisin was delivered to his brother Gilbert; in 1610 he bought twenty acres more, the whole

[DOCUMENT 212]

[PART OF FOOT OF FINE BY WHICH WILLIAM AND JOHN COMBE CONFIRMED A FREEHOLD TO WILLIAM SHAKESPEARE, 1611]

Inter Willielmum Shakespere generosum querentem et Willielmum Combe armigerum et Johannem Combe generosum deforciantes de centum et septem acris terre et viginti acris pasture cum pertinenciis in Old Stratford et super Avon Vnde placitum conuencionis summonitum fuit inter cos in eadem curia [&c] scilicet quod predicti Willielmus Combe et Johannes recognouerunt predicta tenementa cum pertinenciis esse ius ipsius Willielmi Shakespere vt illa que idem Willielmus habet de dono predictorum Willielmi Combe et Johannis et illa remiserunt et quietumclamaverunt de ipsis Willielmo Combe et Johanne et heredibus suis predicto Willielmo Shakespere et heredibus suis imperpetuum Et preterea idem Willielmus Combe concessit pro se et heredibus suis quod ipsi warantizabunt predicto Willielmo Shakespere et heredibus suis predicta tenementa cum pertinenciis contra predictum Willielmum Combe et heredes suos imperpetuum Et vlterius idem Johannes Concessit pro se et heredibus suis quod ipsi warantizabunt predicto Willielmo Shakespere et heredibus suis predicta tenementa cum pertinenciis contra predictum Johannem et heredes suos imperpetuum Et pro hac recognicione idem Willielmus Shakespere dedit predictis Willielmo Combe et Johanni centum libras sterlingorum.

[The English translation of the Latin follows]:

Between William Shakespeare, gentleman, plaintiff, and William Combe, Esquire, and John Combe, gentleman, defendants, concerning one hundred and seven acres of land and twenty acres in pasture with their appurtenances in Old Stratford and Stratford-upon-Avon; to which place a summons to meeting in the said Court was agreed upon between them; to-wit: that the aforementioned William Combe and John Combe recognize the aforesaid tenements with their appurtenances to be the right of William Shakespeare himself and that the same mentioned William has them from the gift of the aforesaid William and John Combe and [that] those things they remise and quitclaim from the said William and John Combe and their heirs to the aforementioned William Shakespeare and his heirs in perpetuity. And furthermore the same William Combe concedes on behalf of himself and his heirs that they warrant the said tenements with appurtenances to the said William Shakespeare and his heirs against the aforesaid William Combe and his heirs in perpetuity. And furthermore the said John concedes on behalf of himself and his heirs that they warrant the said tenements with appurtenances to the said William Shakespeare and his heirs against the said John and his heirs in perpetuity. And for this recognition, the same William Shakespeare gave to the aforementioned William and John Combe one hundred pounds sterling.

being reckoned four and a half yard lands." In her Shakespeare's Industry (1916, p. 236), she affirms: "The Combes were known to drive hard bargains, but the poet evidently desired the land. The seisin was delivered for his use to his brother Gilbert at the time, but fine was not levied until Trinity Term, 1610, on '107 acres of land,' and '20 acres of pasture' extra, which would seem to have been the cause of extra payment and a new fine." Sir E. K. Chambers (William Shakespeare, 1930, II, 109-10) says: "The property here bought by Shakespeare was freehold land with rights of common within that part of the manor of Old Stratford which lay outside the borough." He believes that the twenty acres of pasture did not "form a supplementary purchase by Shakespeare," and adds, "Nor do I suppose that the £100 was an additional payment." Charles Elton (William Shakespeare, His Family and Friends, 1904, p. 140) asserts: "that in 1610 Shakespeare had purchased this property, with an additional twenty acres of meadow, and that he had paid the Combes an additional £100 for confirming the conveyance." Elton maintains—quite contrary to documented facts—that the original 1602 purchase was delayed in execution until such time as Shakespeare had the money to pay the purchase price agreed upon, at which time the endorsement on the 1602 deed, "Sealed and deliuered to Gilbert Shakespere to the vse of the within named William Shakespere in the presence of ...," was made. Tucker Brooke (Shakespeare of Stratford, 1926, p. 63) says: "This conveyance confirms Shakespeare's title in the 107 acres of arable land for which he had paid the Combes £320 in May, 1602, and gives him title in twenty additional acres of pasture land." Tucker Brooke is quite to the point in saying this 1611 fine "confirms"—he does not say "re-confirms"-and in holding that it gives him "title in twenty additional acres of pasture land."

It will be observed that all of these interpretations agree upon certain facts:
(1) that William Shakespeare, in 1602,

purchased from the Combes 107 acres of arable land; (2) that, in 1611, William Shakespeare acquired title from the Combes to 20 acres of pasture; (3) that these 20 acres of pasture were not included in the original 107 acres, but were additional; (4) that the consideration was £100 (about \$4,000). The crux in the matter is why the original 107 acres of the 1602 deed and the additional 20 acres of this 1611 purchase are grouped together, the actual Latin phrasing being: "centum et septem acris terre et viginti acris pasture," in this 1611 fine. Actually the solution is not very difficult. The legal phrasing of the 1602 deed and the legal practice of the period throw light on the problem.

In the 1602 deed (see chapter lxii, Document 162) three specific things were definitely transferred by William and John Combe to William Shakespeare. First: "those errable landes with thappurtenaunces Conteyninge by estymacion ffowre yarde lande of errable lande scytuate lyinge and beinge within the parrishe feildes or towne of Olde Stretford aforesaide in the saide Countie of warrwick Conteyninge by estimacion One hundred and Seaven acres be they more or lesse." Second: "And also all the Common of pasture for Sheepe horse kyne or other Cattle in the feildes of Olde Stretford aforesaide." Third: "And also all the hades leys tyinges profittes advantages and Commodities whatsoeuer." In this same deed, to give absolute warranty of clear title, the Combes covenant with Shakespeare to execute any such legal instrument as "his or their Learned Counsell in the lawe" may in the future devise, "Be yt bye fyne or fynes with proclamacion recouerye with voucher or vouchers over deede or deedes enrolled Enrollment of theis presentes feoffament releaze confirmation or otherwise with warrantie against the saide william Combe and John Combe their heires." The fact that Shakespeare's will (1616) devises this four and one-half yard lands to his daughter, Susanna Hall, and thereby makes it a part of his entailed estate indicates that his title to it was free from legal flaw.

Now the investigator who is familiar with old conveyances containing transfers of (1) actual lands and also (2) rights of common is aware that when, subsequently, the owner of the common sells all or part of that common to the original purchaser of the actual land, the fine, if that be the legal instrument used, (a) confirms the amount of land in the sale and (b) adds to it the number of acres of the second sale. The phrasing in the 1611 fine, "centum et septem acris terre et viginti acris pasture," confirms the 107 acres of the 1602 purchase and accords title to 20 acres more of pasture. The very fact that the two are combined into the one legal description shows that these two tenures (107 acres and 20 acres) had some previous legal connection; that is, this "viginti acris pasture" had legal connection with the 107 acres of "errable land" in the 1602 deed and also with the "common of pasture" of that same document. Whether or not anyone else besides the Combes shared in that "common of pasture" is not known.1 But legally, all of it or part of it-it is not stated how large the "common of pasture" was or just what pasture was included—when subsequently conveyed, because of its connection by the 1602 deed with the 107 acres of land, would have to be considered in its legal light as an integral part of that 107 acres. Hence both tenures would have to be included in the 1611 fine, which, thus, would confirm the original conveyance of 107 acres in the 1602 deed and also, at the same time, grant warranty title to the 20 acres additional.

As additional evidence that such legal repetition was the common practice in instances where given properties had

legal connections as expressed in earlier documents, one needs but to turn to the 1675 indenture of bargain and sale (page 249) whereby the Lady Barnard property was sold by Henry Smith to Sir Edward Walker. In this indenture the legal phrasing of three earlier documents (1652, 1653, and 1670) is repeated almost word for word. Whoever drew up this 1611 fine was thoroughly conversant with legal practices in conveying in that day. Whether or not the £100 (about \$4,000) was a fictitious sum is scarcely in point. The original 107 acres cost £320 (\$12,800), or about \$120 an acre. By contrast, the additional 20 acres at £100 (about \$4,000) would cost about \$200 an acre. The fact is that William Shakespeare made a bona fide purchase of 20 additional acres from William and Thomas Combe. They were shrewd business men of wealth and influence: it is not likely that they conveyed these 20 acres to the dramatist for nothing whatever.

The subsequent legal history of this 1611 purchase of 20 acres addition of land further evidences that these 20 acres of pasture were an integral part of the 1602 purchase of the original 107 acres from the Combes. While not specifically identified as "et viginti acris pasture," it is evident from the subsequent documents (which are here cited), dealing with the William Shakespeare entailed estate, that in Shakespeare's will of 1616 this 20 acres of pasture was included in the devise, "And all my barnes stables Orchardes gardens landes tenementes & hereditamentes whatsoever scituat lyeinge & being . . . within the townes Hamlettes villages ffieldes & groundes of Stratford vpon Avon Oldstratford Bushopton & welcombe." By his will, Shakespeare created a legal entail of his real estate in favor of his own legal blood descendants. This does not identify absolutely per se either the 107 acres or the 20 acres. The descriptions in the subsequent documents, however, are rather uniform in their oft-repeated description, "all those fower yard land and a halfe of arrable, meadowe and pasture" (see documents dated 1616, 1639, 1642,

¹Even Thomas Greene's Diary (discussed in chapter xciv, below), dealing primarily with the Welcombe Enclosure, throws no light on this subject as far as Shakespeare is concerned. Mrs. C. C. Stopes (Shakespeare's Environment, 1914, p. 84) quotes Greene: "Mr. Shakespeare, 4 yard land, no commone nor ground beyond Gospel Bush, noe ground in Sandfield, nor none in Slow Hillfield beyond Bishopton, nor none in the enclosure beyond Bishopton, Sept. 5th, 1614." Here, obviously, five items are listed: of these, the first, "4 yard land" is not identified as having any "common," though its absence here would not, of itself, be evidence that actually none was attached to it.

1647, 1652, 1653, 1670, and 1675); and the phrasing of the document of 1652 very definitely describes both tracts of land—the 107 acres and the 20 acres. And from this document it must be deduced that, all the while, in these many succeeding rather general legal descriptions, both the 107 acres and the 20 acres were included in the very general identification of "all those fower yard land and a halfe of [1] arrable, [2] meadowe and [3] pasture." The documents will themselves exemplify this:

- 1. The indenture of 1639, by Susanna Hall (John Hall had died in 1635), Elizabeth Nash, and Thomas Nash, by which the entail of their inheritance from Shakespeare's will was barred in favor of their own issue only, identifies the Combe purchase thus: "all those fower yards land and a halfe of arrable, meadowe and pasture, with thappurtenaunces, lying and being in the townes, hambletts, villages, feilds and grounds of Stratford upon Avon, Ould Stratford, Bishopton, and Welcombe, in the countie of Warwicke, and all other the messuages, lands, tenements and hereditaments whatsoever, scituate lying and being in the townes, hambletts, villages, feilds and grounds of Stratford upon Avon, Ould Stratford, Bishopton and Welcombe." No special identification is here made of the 20 acres purchased in 1611 from the Combes.
- 2. Malone's abstract of the will of Thomas Nash (dated August 26, 1642) shows that Nash devised the Combe land, after the death of his own wife, Elizabeth Nash, to his kinsman Edward Nash, identifying it thus: "and also four-yard land of arable land meadow and pasture with the appurtenances lying and being in the common fields of Old Stratford with all the easements profits commons commodities and hereditaments of the same four-yard lands belonging then in the tenure use and occupation of him the said Thomas Nash."
- 3. The 1647 indenture by which Susanna Hall and Elizabeth Nash (Thomas Nash had died in 1647) barred entail to everyone except themselves and their own issue, describing the premises as "all those fowre yards

land and a halfe of arrable, meadowe, and pasture, with thappurtenaunces, lyinge and beinge in the townes, hambletts, villages, ffeilds, and grounds of Stratford upon Avon aforesaid, Old Stratford, Bishopton, and Welcombe in the county of Warr."

- 4. The 1652 indenture, by which Lady Barnard settled the Shakespeare inheritance on John Barnard and herself, describes the identical property twice: (a) "all that fower yard land and a halfe of [1] arrable, [2] meadow, and [3] pasture, with the appurtenaunces"; and (b) "[1] one hundred and seaven acres of land, [2] twenty acres of pasture, and [3] comon of pasture for all manner of cattle, with thappurtenances." It will be noted that the first of these descriptions does not mention the 20 acres but, obviously, intends to include them in the four and one-half yard lands; for the second description, in the identical document, definitely mentions the 107 acres and the 20 acres as separate items.
- 5. The 1653 writing by which Lady Barnard disposes of the Combes purchase to Henry Smith of Stratford-upon-Avon and Job Dighton of London in trust describes the land as "foure yard land and a halfe, arrable, meadow, and pasture" and also "ffoure yard land and a halfe," thrice repeated. Here no special mention is made of any 20 acres of pasture: only four and one-half yard land is identified.
- 6. Lady Barnard's will of 1670 identifies the property as "all that foure yard land and a halfe in Stratford, Welcombe and Bishopton in the county of Warwick" and as "the said messuage and four yard land and a halfe with the appurtenances." See chapter cxv, below.
- 7. The 1675 indenture of sale of the Lady Barnard estate to Sir Edward Walker identifies this property as "all that four yard land and a halfe of arrable, meadow, and pasture, with appurtenances, lying and being in the townes, hamlets, and feilds of Stratford-upon-Avon, Old Stratford, Bishopton, and Welcombe, in the said county of Warr." likewise "all that the aforesaid foure yard land and a halfe, in Stratford, Welcombe, and Bishopton,

in the county of Warr. with appurtenances," and also "all that foure yard land and a halfe of arrable, meadow, and pasture, with appurtenances, scituate, lyinge, and beinge in the townes, hamlets, villages, feilds, and precincts of Stratford-upon-Avon aforesaid, Old Stratford, Bishopton, and Welcombe, in the said county of Warr." From this description it is evident that, in the "foure yard land and a half of arrable meadow and pasture," there were still included both the 107 acres purchased in 1602 and the 20 acres additional purchased in 1611.

Shakespeare's concern for legal certainty of his titles to his several real estate properties has been indicated in connection with his securing a second foot of fine for his home, New Place. Here, in this court action, is another instance in point. Obviously he was not content with his title to 20 acres as a part of the 107 acres purchased from the Combes in 1602. The legal procedure in this action specifically aimed at leaving no possibility whatever of error as to his title to the 20 acres. William Shakespeare, head of the family after the death of his father in 1601, definitely intended that to the real estate comprising the family estate and inheritance there should be clear legal title.

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LXXXIII

SHAKESPEARE LISTED IN CONNECTION WITH STRATFORD HIGHWAYS, 1611

HE complete list, dated September 11, 1611, of subscriptions toward prosecuting a bill for the repair of Stratford

highways containing the name of William Shakespeare is given in Stratfordupon-Avon Miscellaneous Documents i, 4. A facsimile of this excerpt is in Frederick C. Wellstood's Catalogue of the Books, Manuscripts, Exhibited in Shakespeare's Birthplace (1925, No. 47), and one is reproduced in this work. The transcript here given as Document 213 is direct from the original manuscript in the Birthplace Museum.

In a total of seventy-two names (only seventeen are given in this excerpt) of Stratford citizens in this subscription list are some of the most prominent Stratford people including: (1) Thomas Greene, from 1603 to 1610 steward and from 1610 to 1617 town clerk of Stratford-upon-Avon; (2) John Sadler, brother to Hamnet Sadler, for whom Shakespeare probably named his only son, Hamnet, twin of Judith; in 1582 John Shakespeare voted for him for High Bailiff of Stratford. The Sadlers and the Shakespeares appear to have been warm friends. (3) John Combes and his nephew William Combes, who were among the most well-to-do folk; in 1602 John sold 107 acres of land to Shakespeare for £320; (4) Julius Shaw, a close friend and neighbor of Shakespeare's, living but two doors north, High Bailiff, a witness to the poet's will in 1616; (5) Abraham Sturley, High Bailiff of Stratford in 1596; (6) Henry Walker, Alderman; he named his son for William Shakespeare, who in turn bequeathed in his will "to my godson William Walker xxs in gold"; (7) William Shakespeare. For Thomas Greene only is the amount of the subscription indicated—"ijs vjd" or about \$5.00 in modern money. It is worth noting that of the names, all set down in the same scrivener's hand, that of William Shakenal was prepared and that when he returned to Stratford he lent his support, and his name was then set down as a subscriber.

ijs vid

[DOCUMENT 213]

[STRATFORD RECORD LISTING SHAKESPEARE AS CONTRIBUTING TO A FUND FOR THE PROMOTION OF THE REPAIR OF HIGHWAYS, 1611]

Wednesdaye the xjth of September / 1611 /

Colected towardes the charge of p[ro]secutyng the Bill in p[ar]-liam^t for the better Repayre of the highe waies and amendinge diuers defectes in the Statutes alredy made

Impr m[i]s of mr

Itm of mr ffraunces Smythe gent

of mr Thom[a]s Greene esquire

of mr Thom[a]s Barbar

of mr John Silver

of mr William parsons

of mr Thomas willson

of mr Danyell Baker

of mr John Sadler

of mr ffraunces Smith senior

of mr Abraham Sturley

of mr John Smithe

of mr william wyatt

I III WIIIIAIII WYAIL

of mr Henry walker

of mr Robt Butler

of mr Julius shaw

of mr John Lawe

nior m^r willia[m] shacksper

speare—it is spelled "shacksper"—is written opposite the name of William Wyatt and toward the right margin of the page. Sidney Lee (Catalogue of the Books, Manuscripts, . . . Exhibited in Shakespeare's Birthplace, p. 44) suggests that Shakespeare may have been absent in London when the origi-

Many fifteenth- and sixteenth-century wills include bequests for the "repayre of the hiewaies," the "buyldyng of a bridge," and such items. Most road and bridge building or repairing was a matter of philanthropy on the part of some wealthy, public-spirited citizen or on the part of some Lord of the Manor. Clop-

(Nothing age by of Cople Sophends. 16") Total het tens not e the separage of of franking the seit in apliant for the bother Brown of he couple would not make make make the statut about make in with Man first

[Document 213]

Stratford record listing Shakespeare as a contributor to a fund for the promotion of a bill for repairing the highways, 1611. Miscellaneous Documents i, 4, Birthplace Museum,

Stratford-upon-Avon

ton Bridge in Stratford was built thus by Sir Hugh Clopton. The Statutes at Large were not yet all-inclusive or adequate for "repayre" work. According to the Commons Journal (I, 408, 416, 441, 465, 476, 494, etc.), during the sessions of February 9, to July 23, 1610, and of April 5 to June 7, 1614, bills dealing with the repair of highways were before the House of Commons, but none appears to have been reported out of the

Committee. The declaration at the head of this subscription list indicates that the objective was to approach Parliament with a view to amending, for better local advantage, the statutes already in operation. The concerted action by the numerous subscribers (72) to this list speaks well for the civic pride of Stratford-upon-Avon in 1611, by which date Shakespeare appears rather definitely to have retired from the London theater

and to have become a prominent citizen of Stratford.

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LXXXIV

A BILL OF COMPLAINT CONCERNING THE STRATFORD TITHES, 1611

amount of rent each titheholder should pay toward the yearly rent of the Stratford Tithes, Richard Lane, Thomas Greene, and William Shakespeare in 1611 prosecuted a complaint in the Court of Chancery. The bill of complaint is provided herein as Document 214.

The early history of the Stratford Tithes is given in chapter lxxi, above;

[DOCUMENT 214]

[BILL OF COMPLAINT IN COURT OF CHANCERY CONCERNING SHAKESPEARE'S HOLDING OF STRATFORD TITHES, 1611]

Richard Lane et alii querentes et Dominus Carewe et alii defendentes in Cancellaria billa.

To the Right Honorable Thomas Lord Ellesmere Lord Chauncellour of England. In humble wise complayninge, shewen unto your honorable good Lordshipp, your dayly oratours Richard Lane of Awston in the county of Warwiche esquire, Thomas Greene of Stratford uppon Avon in the said county of Warwicke esquire, and William Shackspeare of Stratford uppon Avon aforesaid in the said county of Warwicke gentleman, that whereas Anthonie Barker, clarke, late warden of the late dissolved Colledge of Stratford uppon Avon aforesaid in the said county of Warwicke and Gyles Coventrey late subwarden of the same colledge, and the chapter of the said colledge, were heretofore seised in their demesne as of fee in the right of the said colledge, of and in divers messuages landes tenementes and glebe landes, scituate, lyeinge and beinge within the parishe of Stratford uppon Avon aforesaid, and of and in the tythes of corne grayne and haye, and of and in all and all manner of tythes of wooll lambe and all other small and pryvye tythes and oblacions and alterages whatsoever, cominge groweinge aryseinge reneweinge or happeninge within

but some repetition is necessary here for an understanding of this bill and the events which caused it. In 1544 the entire property of the Stratford Collegiate Church was rented to John Barker for ninety-two years. Barker was to pay a rental of £122 18s. 9d. to the college. Following the Chantries Act of 1547 the ownership of the entire college property passed to the crown, and part of it—the tithes of grain and hay in Old Stratford, Welcombe, and Bishopton, valued at £34 yearly—was granted to the corporation of Stratford-upon-Avon.

Barker's lease held with the change of ownership, and in 1580 the remainder of his ninety-two years' lease was sold to Sir John Huband, Barker reserving for himself or his heirs a rental of £27 135. 4d. When Sir John died, he bequeathed half of the "moietie" belonging to the Stratford Corporation to his executors and the other half to his brother Ralph. The latter sold his share to Shakespeare in 1605. The dramatist then owned about one-eighth of the entire property and was to pay £17 to the corporation, the owner of the tithe right, and £5 to Barker as a part of

¹ See chapter lxxi. This did not include the college mansion house. The property was called the Stratford Tithes, although it consisted of lands and buildings as well as tithe rights.

the rental of £27 13s. 4d. The other half of the "moitie" passed through several leases, and at the date of this bill (1611) was in the hands of the Combes.

Thomas Greene was in possession of reversionary rights to the "moietie" of the tithes which the Combes held until 1617. At that date the interest was to pass to him, and his entry into the bill of complaint was probably promoted by a desire to protect that interest. Richard Lane, at the time of the bill, was in possession of the tithes of corn and grain in the barony of Clopton and the village of Shottery, and of messuages, lands, and tenements in Shottery and Drayton.

But Shakespeare, Lane, and the Combes were not the only lessees of the tithes; the rest of the property too was leased and re-leased, until the 1611 bill of complaint lists more than forty persons, all of whom held some part of the property originally leased to Barker and all of whom were supposed to be paying part of the rental due to him. The necessity for the present bill of complaint arose because (1) some of the tenants either refused to pay or did not pay their share of the rental, and (2) the Barker heirs claimed the right to reenter if the £27 13s. 4d. or any part of it were not paid. All who held an interest in the Stratford Tithes were in risk of losing their holdings through the default of some tenants.

The problem was not entirely one of the unwillingness of certain tenants to pay their rental. In fact, the bill points out that many subleases did not include stipulations about payment to the Barker heirs. In the payment of yearly tithes, leases not infrequently were governed by reservations and stipulations in the major lease of which the smaller sublease was legally a part. Not infrequently these reservations and stipulations were not restated, in their repetitious legal phrasing, in the subleases. Common law did not provide ready and easy means whereby to adjust fairly and amicably such difficulties; hence, bills of complaint in the King's Court of Chancery, or royal court of equity, offered the only channel to a solution.

the whole parishe of Stratford uppon Avon aforesaid; and beinge soe thereof seised, by their indenture beareinge date in or aboute the seaventh day of September in the six and thirtyth yeare of the raigne of our late soveraigne lord of famous memory Kinge Henry the Eight, sealed with their chapter seale, they did demise graunte and to ferme lett, amongst divers mannors and other messuages landes tenementes and hereditamentes, unto one William Barker gentleman nowe deceassed, the aforesaid messuages landes tenementes and glebe landes, scituate lyeinge and beinge within the said parishe of Stratford uppon Avon aforesaid, and the aforesaid tythes of corne grayne and hay, and all and all manner other the said tythes of wooll lambe and smale and pryvic tythes, oblacions and alterages whatsoever; To have and to hould from the feast of Ste. Michaell tharchangell then last past, for and duringe the terme of fourescore and twelve yeares thence next and imediately followeinge and fully to be compleate and ended; by vertue of which demise the said William Barker entred into the said demised premisses, and was thereof possessed for all the said terme of yeares, and beinge soe thereof possessed of such estate terme and interest, the said estate terme and interest of the said William Barker, by some sufficient meanes in the law afterwards, came unto one John Barker, gent., by vertue whereof the said John Barker entred into the same premisses soe demised to the said William Barker, and was thereof possessed for and duringe the residue of the sayd terme of yeares then to come and not expired; and beinge soe thereof possessed, he the said John Barker in or aboute the xxij.th yeare of the raigne of our late soveraigne lady Queen Elizabeth, by sufficiente assureance and conveyance in the lawe, did assigne assure and convey over unto Sir John Huband knight, synce deceassed, the said messuages landes tenementes and glebe landes, scituate lyeinge and beinge within the said parishe of Stratford uppon Avon, and all and singuler the tythes before specified, and all his estate right tytle interest and terme of yeares of and in the same; to have and to hould for and duringe all the residue of the said terme of lxxxxij. yeares then to come and not expired, reserveinge uppon and by the said assureance and conveyance the annuell or yearely rente of xxvij.li. xiij.s. iiij.d. of lawfull money of England at the feastes of Ste. Michaell tharchangell and thanunciacion of our blessed lady Ste. Mary the Virgin by even and equall porcions; in and by which said assureance and conveyance, as one Henry Barker, gent. executor of the last will and testamente of the said John Barker, or administrator of his goodes and chattles, or otherwise assignee of the said rente from the said John Barker, hath divers and sundry tymes given forth; and which, yf the said rente of xxvij.li. xiij.s iiij.d. or anie parte thereof shall happe at anie tyme to be unpaid, the tenauntes of the said premisses, as he sayeth, shall find, there was, by some sufficiente meanes, good and sufficiente provision causion and securyty hadd and made, that yf the said annuell or yearely rente or anie parte thereof should be behind and unpaid

in parte or in all after eyther of the said feaste dayes wherein the same ought to be paid by the space of forty dayes, beinge lawfully demaunded at the porch of the parishe church of Stratford aforesaid, that then yt should and might be lawfull to and for the said William Barker, his executors administrators and assignes, into all and singuler the said messuages landes tenementes glebe lands and tythes, and other the premisses soe assured and assigned unto the said Sir John Huband, to enter, and the same to have againe reposseed and enjoy as in his or their former estate; by vertue of which said assignemente assureance and conveyance soe made to the said Sir John Huband, he the said Sir John Huband entred into all and singuler the same premisses soe assigned unto him and was thereof possessed for and duringe all the residue of the said terme of lxxxxij, yeares then to come and not expired, under the condicion aforesaid and subjecte to the forfeyture of all the said terme to him assured and conveyed, yf defaulte of payemente of the aforesaid rente xxvij.li. xiij.s. iiij.d. happened to be mad contrary to the true entente and meaninge of the said provision and security in and uppon the same assureance soc hadd and made; and whereas sythence the said assureance and conveyance soe made to the said Sir John Huband, all the said assigned premisses are of divers and sundry parcells, and by divers and sundry severall sufficiente meane assignementes and under estates deryved under the said assureance and conveyance soe made unto the said Sir John Huband, for very greate summes of money and valuable consideracions, come unto and nowe remayne in your said oratours, and other the persons hereafter in theis presentes named, and they have severall estates of and in the same parcells, as followeth; that is to saie, your oratour Richard Lane, an estate or interest for and duringe all the residue of the said terme of and in the tythes of corne and grayne of and in the barony of Clopton and the village of Shottery, being of and within the parishe of Stratford uppon Avon, of the yearcly value of lxxx.li., and of and in divers messuages landes tenementes and other hereditamentes in Shottery aforesaid and Drayton, within the said parishe of Stratford-uppon-Avon, of the yearely value of xxx.li. by the yeare; and your oratour Thomas Greene, an estate or interest for and duringe all the residue of the said terme of and in one messuage with thappurtenaunces in Old Stratford, of the yearely value of three powndes; and your oratour William Shackspeare hath an estate and interest of and in the moyty or one half of all tythes of corne and grayne aryseinge within the townes villages and fieldes of Old Stratford, Byshopton and Welcombe, being of and in the said parishe of Stratford, and of and in the moity or half of all tythes of wooll and lambe, and of all small and pryvy tythes oblaciones and alterages arisynge or increasyng in or within the wholl parishe of Stratford upon Avon aforesayd, for and duringe all the residue of the said terme, beinge of the yearely value of threescore powndes; and the right honorable Sir George Carewe knight Lord Carewe of

To clarify responsibilities and to establish, by just prorating, the amount of tithes each such tenant should pay, Richard Lane, Thomas Greene, William Shakespeare, and others filed in 1611 a bill of complaint in the Court of Chancery. The document itself tells the complete story and, accordingly, warrants careful perusal. It is far more interesting as comment on and insight into medieval tithes than is the 1605 deed of assignment by which William Shakespeare came into possession of the Stratford Tithes. (See chapter lxxi, above.)

A. The first document in the case is a draft only of the bill of complaint; the engrossed "fair copy" is not known to exist. The Court of Chancery records, in this case, are very sketchy and incomplete. This draft is undated, and is not signed by the solicitor, who normally would have signed such a bill. The original draft (Miscellaneous Documents, ii, 11) in the Birthplace Museum has some emendations and some interlineations in the handwriting of Thomas Greene who was then clerk of the Stratford Corporation. None of the emendations and none of the interlineations are of any importance.

Anyone familiar with Elizabethan bills of complaint will readily detect that the manuscript is not the final version of the bill, for minor omissions and lack of clarity in individual statements indicate that the perfect draft was still in the making. To illustrate: in the list of sublessees, one "Fletcher" is listed in one group and not so listed in the preceding group; and again, there is confusion about the date, whether it reads 1613 or 1617 in the document.

Though this document is long, most scholars arraigning it for including dull legal repetitions, it surely is not extremely long for such a document; indeed it is rather brief, condensed, and to the point. See "Pleadings" in Orders in Chancery, 1649, p. 5, for Court of Chancery directions that bills of complaint shall "be not stuft with Repetitions of Deeds, Writings, or Records in Haec Verba. Much less may Council incert therein any matter

merely criminous or scandalous....." The solicitor who drew up this draft knew what he was doing. The subsequent "fair copy," no doubt was "excellently well" done.

Complete transcripts are in Halliwell-Phillipps' Outlines (II, 25-31) and his Life (pp. 258-66). Whereas Halliwell-Phillipps has "1613," a date that does not fit the facts stated in the manuscript itself, the transcript here provided gives the date for Thomas Greene's accession to the Combe tithes as 1617. In the transcript here furnished (Document 214) the conventionally abbreviated words are spelled out in full, and for purposes of clarity some modern punctuation has been provided. The manuscript, it should be noted, is endorsed: "Lane Greene et Shakspeare contra W. Combe et alios respondentes," whereas the document itself names Lord Carew ("et alii") as the chief defendant.

An analysis of this bill of complaint is in order: (1) The heading shows that "Dominus Carewe" ("with others") is the chief defendant. (2) The bill is addressed to Lord Ellesmere, the Lord Chancellor of England. (3) The complainants are Richard Lane, Esq., Thomas Greene, Esq., clerk of the Corporation of Stratford-upon-Avon, and William Shakespeare, gentleman. Then follows a very brief résumé of the legal history of the Stratford Tithes. (4) Anthony Barker, warden, and Gyles Coventry, subwarden, of the college, had leased the Tithes on September 7, 1544, to William Barker, gentleman, for a period of ninety-two years. (5) Before 1580 the lease had passed by inheritance into the possession of John Barker, gentleman. (6) John Barker had conveyed the residue of the lease in 1580 to Sir John Huband, but John Barker reserved for himself "the annuell or yearely rente of xxvij.li. xiij.s. iiij.d.," which was to be paid him in two equal portions on the Feast of Saint Michael and on the Feast of the Annunciation of the Blessed Virgin. (7) Henry Barker, the executor of the will of John Barker and the "assignee of the saide rente," had at "divers and sundry tymes given forth" that "yf the said

Clopton, hath an estate and interest, for the terme of nyneteene yeares or thereaboutes yet to come, of and in the tythes of corne grayne and hay aryseinge in the village and fieldes of Bridgtowne in the said parishe of Stratford of the value of xx.li.; and your oratour, the said Richard Lane, an estate of and in the same in reversion thereof, for and duringe all the residue of the said terme of lxxxxij. yeares then to come and not expired; and Sir Edward Grevill knight the reversion of one messuage in Stratford aforesaid, after the estate of one John Lupton therein determined, for and duringe all the residue of the said terme of lxxxxij. yeares, beinge of the yearely value of forty shillinges or thereaboutes; and Sir Edward Conway knight hath an estate and interest for and duringe the residue of the said terme of and in the tythes of corne grayne and have of Loddington another village of and within the said parishe of Stratford uppon Avon, of the yearely value of xxx.li.; and Mary Combe widowe and William Combe gent., and John Combe gent., or some or one of them, an estate for the terme of six yeares or thereaboutes yet to come of and in the other moyty or half of the tythes of corne and grayne aryseinge within the townes villages and fieldes of Old Stratford aforesaid, and Bishopton and Welcome in the said parishe of Stratford, and of and in the moyty or half of all tythes of wooll and lambe, and of all smale and pryvy tythes oblacions and alterages ariseinge or encreasinge in or within the wholl parishe of Stratford uppon Avon aforesaid, of the yearely value of lx.li. and of and in the tythes of corne grayne and hay of Rien Clyfford within the parishe of Stratford aforesaid, of the yearely value of x.li.; and the said Thomas Greene, an estate of and in the reversion of the same moyty of all the same tythes of corne and grayne, and wooll and lambe, and smale and privie tythes, oblacions and alterages, for and during all the residue of the said terme of fourescore and twelve yeares which after the feast day of thanunciacion of our blessed lady Ste. Mary the Virgin which shal be in the yeare of our Lord God 1617, [the supposed 1613 in the MS must be an error] shal be to come and unexpired; and John Nashe gent., an estate of and in the tythes of corne, grayne and haie aryseinge within the village and fieldes of Drayton within the parishe of Stratford aforesaid, of the yearely value of xx. markes, for and duringe all the residue of the said terme of lxxxxij. yeares; and John Lane gent., an estate, for and duringe all the residue of the said terme, of and in one hereditamente in Stratford aforesaid, heretofore called Byddles Barne, lately made and converted into divers and sundry tenementes or dwellinge howses, and divers other messuages or tenementes, of the yearely value of viij.li. or thereaboutes; and Anthonie Nashe, an estate of and in one messuage or tenemente in Bridgstreete in Stratford aforesaid, of the yearely value of foure powndes, for and duringe all the residue of the said terme of yeares yet to come; the said William Combe and Mary Combe widowe, mother of the said William, or one of them,

an estate of and in divers cottages and gardens in Old Stratford, and of and in fyve leyes of pasture in Ryen Clyfford in the said parishe of Stratford aforesaid, and of and in certayne landes or leyes in their or one of their closse or enclosure called Ste. Hill in the same parishe, of the yearely value of fyve powndes or thereaboutes, for and duringe all the residue of the said terme of lxxxxij. yeares yet to come and unexpired; Daniell Baker, gent., an estate [of] and in the tythes of Shottery meadowe and Broad Meadowe within the said parishe, of the yearely value of xx.li., for and duringe all the residue of the sayd terme of lxxxxij. yeares yet to come and unexpired; John Smyth gent., an estate of and in divers messuages, tenementes, barnes, and gardens in Stratford uppon Avon aforesaid, of the yearely value of viij.li. by the yeare, for and duringe all the residue of the said terme of lxxxxij. yeares yet to come and unexpired; Frauncys Smyth the younger gent., an estate of an in two barnes and divers messuages and tenementes with thappurtenaunces in the parishe of Stratford aforesaid, of the yearely value of xij.li., for and duringe all the residue of the said terme of lxxxxij. yeares yet to come and unexpired; William Walford draper an estate of an in two messuages or tenementes lyeinge and beinge in the Chappell Streete in Stratford uppon Avon aforesaid, of the yearely value of xl.s, for and duringe all the residue of the said terme of lxxxxij. yeares yet to come and unexpired; William Courte gent., an estate of and in two messuages or tenementes in the Chappell streete in Stratford uppon Avon aforesaid, of the yearely value of iij.li., for and duringe all the residue of the said terme of lxxxxij. yeares yet to come and unexpired; John Browne gent., an estate of and in one messuage in Bridge streete aforesaid, in Stratford uppon Avon aforesaid, of the yearely value of iiij.li., for and duringe all the residue of the said terme of lxxxxij. yeares yet to come and unexpired; Christopher Smyth of Willmecott, an estate of and in one messuage with the appurtenaunces in Henley Streete in Stratford uppon Avon aforesaid, of the yearely value of iiij.li. for and duringe all the residue of the said terme of lxxxxij. yeares yet to come and unexpired; Thomas Jakeman, an estate of and in one yard land in Shottery aforesayd in the parishe of Stratford aforesaid, of the yearely value of x.li., for and duringe all the residue of the said terme of lxxxxij. yeares yet to come and unexpired; and Richard Kempson of Bynton, one yard land and a half in Bynton, of the yerely value of eight powndes, for and duryng all the residue of the sayd terme of lxxxxij. yeres yet to come and unexpired; Stephen Burman, an estate of and in one yard land and a half in Shottery aforesaid in the parishe of Stratford aforesaid, of the yearely value of xv.li., for and duringe all the residue of the said terme of lxxxxij. yeares yet to come and not expired; Thomas Burman, an estate of and in half a yard land in Shottery in the parishe of Stratford aforesaid, of the yearely value of v.li., for and duringe all the residue of the said terme of lxxxxij. yeares yet to come and not expired; and

rente of xxvij.li. xiij.s iiij.d. or anie parte thereof shall happe at anie tyme to be unpaid" it would be lawful for the administrators and assignees of the said William Barker "to enter, and the same to have againe reposseed and enjoy as in his or their former estate"; (8) Henry Barker asserted that this reservation and the right of re-entry in the instance of default in its payment had been accepted (1580) as a provision in the lease of the Tithes assigned to Sir John Huband. (9) Then follows an enumeration of the holders of the Stratford Tithes (all of them and not merely the "moitie" held by Shakespeare, which was but a part of the whole) as follows:

Richard Lane, in Clopton and Shot-£‱ Richard Lane, in Shottery and Dray-Thomas Greene, in Old Stratford William Shakespeare, in Old Stratford, Bishopton and Welcombe £60 Sir George Carew, in Bridgetown £20 Sir Edward Greville, in Stratford 405 Sir Edward Conway, in Luddington £30 Mary Combe (widow), William Combe and John Combe, an estate for a term of six years yet to come in Old Stratford, Bishopton, and Welcombe [this is the other "moitie" of Sir John Huband's will], the reversion of which passes to Thomas Greene in 1617

Then follow others: John Nash, John Lane, Anthony Nash, William Combe, Mary Combe, Daniel Baker, John Smyth, Francis Smyth, Jr., William Walford, William Court, John Brown, Christopher Smyth, Thomas Jakeman, Richard Kempson, Stephen Burman, Thomas Burman, William Burman, Thomas Hornby, Thomas Hamond, John Fifield, William Smarte, Thomas Ainge, Thomas Holmes, Edward Ingram, Richard Ingram, Thomas Bucke, Thomas Griffin, Edward Wilkes, Brunte widow, Thomas Vickers, Robert Griffin, Phillip Rogers, Peare widow, Younge widow, Biddle.

Note that each of these has some sort of residue of the lease of the Tithes.

Then follows the assertion that Lord Carew, Sir Edward Greville, Sir Edward Conway, "your said orators," and each of the others (all listed again) "ought in all right, equity, reason and good conscience" to pay to "the said John Barker a ratable and proporcionable parte and porcion of the said annuel or yearely rente of xxvij.li. xiij.s. iiij.d. by and uppon the said assureance and conveyance soe as aforesaid by the said John Barker made unto the said Sir John Huband [1580] reserved and payeable." It is further held that these persons, "excepte the said Mary Combe, Thomas Greene, William Combe, John Combe, and William Shackspeare, whoe only are to pay for tythes of their said severall moytyes before specified v.li." in their leases, "were not directed nor appoynted, nor anie covenauntes by them or anie of them whereby yt might appeare howe much of the same rente of xxviij.li. xiij.s. iiij.d. ought to be paid for every of the said severall premisses," which was the reservation in 1580 to John Barker.

Thus difficulties were multiplied: (a) The lessees could never be brought together to agree. (b) Numbers of them of "greate ability," forbear and deny to pay any part "except the persons before excepted." (c) Some of these say "Lett them that are affrayd to forfeyte or loose their estates looke to yt, and amongst them see the said rente be truely and duelye paid." (d) Some of these of "greate ability" "doubte but they shall doe well enoughe with the executors or assignes of the said Jo. Barker." (e) They defend their not paying, saying, "yf they could fynd anie thinge in anie of their deedes of assignmentes or conveyances chargeinge them precisely with any part thereof, or in anie wise declareinge how much they are to pay, they would willingly pay." (f)They "will not paye anie thinge at all towardes the said residue of the said rente of xxvij.li. xiij.s. iiij.d., untyll, by some legall course or proceedinge in some courte of equity, yt shal be declared what parte or porcion." (g) They now "refuse to joyne with your said oratours in this their said suite for fear of some other of the said parties which doe soe refuse to contrybute." (h) Hence Richard Lane and William Shakespeare and some few others are usually driven to

William Burman and the said Thomas Burman, executors of the last will and testament of one Stephen Burman late deceassed, an estate of and in one tenemente in Church Streete in Stratford aforesaid, of the yearely value of iij.li., for and duringe all the residue of the said terme of lxxxxij, yet to come and not expired; Thomas Horneby, an estate of and in the messuage wherein he nowe dwelleth in Stratford uppon Avon aforesaid, of the yearely value of iii.li. x.s. for and duringe all the residue of the said terme of lxxxxij, yeares yet to come and not expired; Thomas Hamond, John Fifield, William Smarte, Thomas Aynge, Thomas Holmes, Edward Ingram, Richard Ingram, Thomas Bucke, Thomas Gryffin, Edward Wylkes, Brunte widowe, Thomas Vicars, Roberte Gryffin, Phillipp Rogers, Peare widowe, Younge widowe, and Byddle, have every of them severall estates for all the residue of the said terme of lxxxxij. yeares, some of them of and in severall messuages with thappurtenaunces and others of them of and in severall shoppes barnes and severall gardens, every of the said severall messuages and partes of the premisses, wherein they severally have such estates, beinge of the severall yearely values of three powndes by the yeare or thereaboutes; and by reason of the said severall estates and interestes soe respectively beinge in the said Lord Carewe, Sir Edward Grevill, Sir Edward Conway, and in your said orators, and in the sayd Mary Combe, William Combe, John Combe, John Lane, Anthonie Nashe, Thomas Barber, Daniell Baker, John Smyth, Frauncys Smyth, John Nashe, William Walford, William Courte, John Browne, Christopher Smyth, Thomas Jakeman, Stephen Burman, William Burman, Thomas Burman, John Lupton, Thomas Horneby, Thomas Hamond, John Fifield, William Smarte, Thomas Aynge, Thomas Holmes, Edward Ingram, Richard Ingram, Thomas Bucke, Thomas Gryffin, Edward Wylkes, Brunte, Thomas Vicars, Roberte Gryffin, Philipp Rogers, Fletcher, Peare, Younge, and Byddle, every of them, and every of their executors and assignes, ought in all right, equity, reason and good conscience, for and duringe the severall respective contynuances of their severall respective interestes, estates and termes in the premisses, and accordinge to the severall values of the said severall premisses soe enjoyed by them, and the rentes they doe yearely receive for the same, to pay unto the executors, administrators or assignes of the said John Barker a ratable and proporcionable parte and porcion of the said annuell or yearely rente of xxvij.li. xiij.s iiij.d. by and uppon the said assureance and conveyance soe as aforesaid by the said John Barker made unto the said Sir John Huband reserved and payeable; but soe yet is, yf yt may please your honorable good lordshippe, that the said Lord Carewe, Sir Edward Grevill, Sir Edward Conway, Mary Combe, William Combe, or anie other the said other partyes, at anie tyme synce the said assureances and conveyances soe made and derived from or under the said interest of the said Sir John Huband, for that uppon or by

the deedes of their severall under estates or assignementes unto them made, they, or those under whom they clayme, excepte the said Mary Combe, Thomas Greene, William Combe, John Combe, and William Shackspeare, whoe only are to pay for tythes of their said severall moytves before specified v.li., and noe more, yearely duringe their said respective interestes, were not directed nor appoynted, nor anic covenauntes by them or anic of them, or anic other under whom they or anic of them doe clayme, excepte touchinge the said severall yearely five powndes soe to be paid for the said moytyes, were made, whereby vt might appeare howe much of the same rente of xxvij.li. xiij.s. iiij.d. ought to be paid for every of the said severall premisses, excepte concerning the sayd moities, could never yet be drawen to agree howe to paye the residue of the said rente, or be brought to pay anic precise parte or porcion at all towardes the same; but divers of them, beinge of greate ability, doe divers tymes forebeare and deny to pay anie parte at all towardes the same, except the persons before excepted only as touchinge the said severall fyve powndes for their said severall movtyes, alledginge and saicinge, Lett them that are affravd to forfevte or loose their estates looke to yt, and amongst them see the said rente be truely and duelye paid, for they doubte but they shall doe well enoughe with the executors or assignes of the said Jo. Barker; further excusinge their not payeinge anie rente at all for the residue of the premisses other then the said moytyes, by saycinge that, yf they could fynd anie thinge in anie of their deedes of assignmentes or conveyances chargeinge them precisely with any part thereof, or in anic wise declareinge howe much they are to pay, they would willingly, as is fitt, pay such rate and porcion as they were see bownd unto, but because they find noe such matter to charge them, excepte the said parties excepted, which by the deedes of their estates are directed for the said severall moytyes to pay the said severall yearely rentes of v.li. apecce, therefore they will not paye anic thinge at all towardes the said residue of the said rente of xxvij.li. xiij.s. iiij.d. untyll, by some legall course or proceedinge in some courte of equity, yt shal be declared what parte or porcion in reason and equity every severall owner of the said severall premisses ought to pay towardes the same and be judicially ordered thereunto, which lett them that thinke that a good course endevour to bringe to pass, when they shall see good, or wordes to such lyke effecte; soe as your oratours, their said respective estates and interestes of and in their said severall premisses aforesaid, and the estates of divers of the said partycs, which would gladly pay a reasonable parte towardes the said rente but doe nowe refuse to joyne with your said oratours in this their said suite for feare of some other of the said parties which doe soe refuse to contrybute, doe remayne and stand subjecte to be forfeyted by the negligence or willfullnes of divers or anie other of the said partycs, which manie tymes will pay nothinge, whenas your oratours Richard Lane and William Shackspeare, and some fewe

pay the rent to preserve their own estates. (i) The "oratours" have taken great pains to settle the matter without recourse to a lawsuit, "yet have they refused and denied and styll doe refuse and deny to be perswaded or drawen thereunto." (j) Some are being encouraged by "some frendly and kind promise of the said Henry Barker assignee of the said John Barker" that they would find favor and "doe well enoughe" even if their estates were forfeited. (k) To remedy this situation, "your oratours" have no recourse at common law but must institute this action in law before the Lord Chancellor.

The bill of complaint then requests that: (a) Lord Carew be, by letter, required to appear in the High Court of Chancery to answer these premises; (b) writs of subpoena be directed to Sir Edward Greville, Sir Edward Conway, and the other parties, and to Henry Barker, who commonly received John Barker's rent, that they appear in the Court of Chancery to answer the premises; (c) the several yearly values be prorated; (d) Henry Barker set forth the grounds for his claims in the said rent; (e) Henry Barker be ordered to accept the rents ratably and to enter only into the tenement or estate of such persons as refuse or neglect to pay their rent; (f) the court give any other directions that "shall seeme to stand with right equity and good conscience."

From this analysis it is obvious that the situation was due to misunderstanding or ignorance of the John Barker reversion, in the lease to Sir John Huband in 1580, if the annual rent of £27 13s. 4d. were not paid, to carelessly drawn leases, and to multiple tenancy.

This document (only a draft and not the final "fair copy") is not dated. Halliwell-Phillipps (Outlines, II, 25) assigns it to 1612. However, he says (I, 227): "The exact period is unknown, but it was in the same year, 1609, or not long afterwards." Sidney Lee (Life of Shakespeare, 1915, p. 320) declares: "In 1612, Shakespeare and his friends presented a bill of complaint to Lord-Chancellor Ellesmere." Mrs. C. C. Stopes (Shakespeare's Industry, 1914,

p. 264) asserts: "At last [Lane, Greene, and Shakespeare] made a complaint before the Lord Chancellor against the defaulting shareholders in 1612." C. F. Tucker Brooke ("Shakespeare's Moiety of the Stratford Tithes," Modern Language Notes, XI [1925], 462-69) holds that the internal evidence suggests January 1609. Sir E. K. Chambers (William Shakespeare, II, 127) holds that Tucker Brooke's date 1609 is too early and that 1611 is the more likely date.

The date must be after January 11, 1609, the date when Thomas Combe was buried, for this bill of complaint actually lists "Mary Combe" as "widowe." A further consideration is that William Combe's answer (see B, below) to this bill of complaint is dated February 13, 1611. From its friendly tone it is reasonable to hold that it must have been prepared very soon after the bill came into court; for it does not have the tone of an answer that was finally exacted by the court's order after a long and unpleasant trial. The date 1611 fits the other known facts if the date in the document is read 1617 instead of 1613.3 The bill itself cites that the Combes still had an interest in their "moyty" for "six yeares or thereaboutes yet to come," and the lease of Lady Abigail Digby from whom Combe subleased was to expire in 1617. Thomas Greene was to come into possession of the Combe interests after the expiration of Combe's lease from Lady Abigail, and it is definitely known that he did not do so in 1613, because in 1614 the Combes were still paying half of the £34 rental to the

Chambers (William Shakespeare, II, 127) states: "I am driven to conclude that the '1613' of the Bill, which seems to have been altered from 1603 in the manuscript, must be an error for '1617,' and that the document was prepared in 1611." The date 1611 actually fits all the facts contained in the bill of complaint.

B. That there was some legal action in connection with an actual bill of com-

others of the said parties, are wholly, and against all equity and good conscience, usually dryven to pay the same for preservacion of their estates of and in the partes of the premisses belonginge unto them; and albeyt your said oratours have taken greate paynes and travayle in entreatinge and endevoringe to bringe the said parties of their owne accordes and without suite of lawe to agree every one to a reasonable contribucion toward the same residue of the said rente of xxvij.li. xiij.s. iiij.d., accordinge to the value of such of the premisses as they enjoy and onely for their respective tymes and termes therein, yet have they refused and denied and styll doe refuse and deny to be perswaded or drawen thereunto, and some of them beinge encoraged as yt should seme by some frendly and kind promise of the said Henry Barker assignee of the said John Barker, that they should find favour, thoughe their said estates should be all forfeyted, have given yt forth that they should be glade and cared not a whitt yf the estates of some or all the said premisses should be forfeyted for they should doe well enoughe with the sayd Henry Barker. In tender consideracion whereof, and for soe much as yt is against all equitye and reason that the estates of some that are willinge to paic a reasonable parte toward the said residue of the said rente of xxvij.li. xiij.s. iiij.d., havinge respecte to the smalnes of the values of the thinges they doe possesse, should depend uppon the carlesnes and frowardnes or other practices of others which will not paie a reasonable parte or anie thinge at all toward the same; and for that yt is most agreeable to all reason, equity and good conscience, that every person his executors and assignes should be ratably charged with a yearely porcion toward the said residue of the sayd rente, accordinge to the yearely benefitt he enjoyeth or receaveth; and for that your oratours have noe meanes by the order or course of the common lawes of this realme to enforce or compell anie of the said partyes to yeald anie certayne contrybucion toward the same, and soe are and styll shal bee remediles therein unles they may be in that behalf relieved by your Lordshippes gracious clemency and relyef to others in such lyke cases extended; May yt therefore please your good lordshippe, the premisses considered, and yt beinge alsoe considered that very manie poore peoples estates are subjecte to be overthrowen by breach of the condicion aforesaid, and thereby doe depend uppon the negligences, wills or practices of others, and shall contynue daylye in doubte to be turned out of doores, with their wives and families, thorough the practice or wilfullnes of such others, to write your honorable lettres unto the said Lord Carewe, thereby requiringe him to appeare in the Highe Courte of Chauncery to answere to the premisses, and to graunte unto your said oratours his Majesties most gracious writtes of subpena to be directed unto the said Sir Edward Grevill, Sir Edward Conway, and other the said parties before named, and to the said Henry Barker, whoe claymeth under the right and tytle of the said John Barker, and usually receyveth the said rente in his owne name, and usually

^a See S. A. Tannenbaum's *The Handwriting of the Renaissance* (1927, pp. 156, 157) for these somewhat similar forms of "7" and "3."

maketh acquittaunces upon the receipt thereof, under his owne hand and in his owne name, as in his owne right, and usually maketh acquittances of divers partes thereof, thereby comaundinge them and every of them at a certayne day, and under a certayne payne therein to be lymitted, to be and personally appeare before your good lordshippe in his highnes most honorable Courte of Chauncery, fully, perfectly and directly to awnswere to all and every the premisses, and to sett forth the severall yearely values of the severall premisses soe by them enjoyed, and to shewe good cause whic a comission should not be awarded forth of the said most honorable courte for the examininge of wittnesses to the severall values aforesaid, and for the assessinge, taxinge and ratinge thereof, that thereuppon yt may appeare howe much every of the said parties, and their executors, administrators and assignes, for and duringe their said severall respective estates and interestes, ought in reason proporcionably to pay for the same towardes the said residue of the said yearely rente of xxvij.li. xiij.s. iiij.d., that the same may be ordered and established by decree of your most honorable good Lordshippe accordingly; and the said Henry Barker to awnswere to the premisses, and to sett forth what estate or interest he claymeth in the said rente of xxvij.li. xiij.s. iiij.d., and alsoe to shewe good cause whichhe should not be ordered to accept the rentes ratablye to be assessed as aforesaid, and to enter onely into the tenement and estate onely of such persons which shall refuse or neglecte to pay such parte of the said rente, as by your most honorable order there shal be sett downe and rated uppon them severally to paic, and further to stand to and abide such further and other order and directions touchinge the premisses as to your good Lordshipp shall seeme to stand with right equity and good conscience. And your Lordshippes said oratours shall dayly pray unto thalmightie for your Lordshippes health with dayly encrease in all honor and happines.

[Endorsed]:

Lane Greene et Shakspeare contra W. Combe et alios respondentes.

[DOCUMENT 215]

[ABSTRACT OF AN ANSWER OF WILLIAM COMBE TO THE BILL OF COMPLAINT CONCERNING SHAKESPEARE'S STRATFORD TITHES, 1611]

Defendant admits that he holds as executor to his late father Thomas Combe a moiety of the tithes of corn and grain in Old Stratford, Bishopton, and Welcombe and of other tithes, for which he pays £5 annually. Is willing to pay for yet other tithes 6s. 8d. annually, which he thinks the complainants are willing to accept. Asks that, if an order is made to him accordingly, the other parties may also be ordered to contribute rateably to the rent of £27 13s. 4d.

plaint in the Court of Chancery is evidenced from the notes and from the William Combe (son of the late Thomas Combe, who had died in 1609) answer in that court. An abstract of that answer to the bill of complaint, February 13, 1611, is in the Stratford-upon-Avon Miscellaneous Documents, x, 9. In modernized form, the answer is here given as Document 215.

The record at present does not warrant a conclusion as to what the final court decision was, if any decision was handed down. Three things are known: (1) The Barkers did not effect repossession of the Stratford Tithes; (2) in 1624, John Hall sold Shakespeare's moiety of the Stratford Tithes to the Stratford Corporation for £400; (3) the record of the Stratford Corporation for 1626 reads "agreed that a bill in Chauncery shal be exhibited, and subpens taken forthe against and served on such as have not payde theire partes towardes Barkers Rente." Whatever the court's decision, some of the "Barkers Rente" was not being paid in 1626, and the Stratford Corporation was seriously considering a further bill of complaint in the Court of Chancery.

BIBLIOGRAPHY

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Stratford-upon-Avon Miscellaneous Documents, ii, 11, x, 9

William West, Symboleography, 1611, folio 186; the form of a "Dedimus potestatem" "Pleadings" and "Answers," Orders in Chancery, 1649

The Compleat Clerk and Scrivener's Guide, 1655, pp. 218-304, excellent forms

J. O. HALLIWELL-PHILLIPPS, Outlines (1882), II, 25 ff.; Life of William Shakespeare (1848), pp. 258 ff.

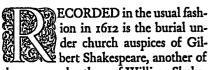
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LXXXV

THE BURIAL OF GILBERT SHAKESPEARE, 1612



the younger brothers of William Shakespeare. The Stratford Parish Register has among the "Burials" the entry here given as Document 216.

Gilbert Shakespeare was buried just a year before his brother Richard. Gilbert had lived to be 45, Richard died at 39. Malone (Variorum, II, 615) thought that the burial entry of February 3, 1612, was for the son of the elder Gilbert, because of the descriptive term "adolescens." But only one Gilbert is included in the Parish Register among "Baptisms" and only the February 3 burial entry of a Gilbert Shakespeare. Moreover, "adolescens" undoubtedly meant "bachelor," and there is no record in the Parish Register or elsewhere that Gilbert Shakespeare was ever married. Further, if this entry were for the son of Gilbert, the entry, conventionally at least, would have been, "Gilbertus filius Gilbertii Shakspere"; that is, almost invariably in an entry for a child or an infant, the father's name was appended in the record. The fact that the father's name is not appended in this burial entry is strong evidence that the tula" may be interpreted as "bachelor" or "spinster."

Shakespeare's will does not mention his brother Gilbert; indeed, of all his brothers and sisters, only one seems to

[DOCUMENT 216]

[STRATFORD PARISH REGISTER ENTRY OF THE BURIAL OF GILBERT SHAKESPEARE, 1612]

February 3 Gilbertus Shakspere adolescens

deceased individual was a mature person.

Mrs. C. C. Stopes (Shakespeare's Environment, pp. 32, 65) strangely interpreted "adolescens" to mean "deeply regretted." She notes that the word ("adolescens," "adolescentulus," "adolescentulus") appears in the Register several times during the period 1603–1611. Mrs. Stopes knew that the same Register appends "bastard," "notha," etc., for an illegitimate child. Certainly "adolescentulus," or "adolescens" and "adolescentulus," or "adolescens" and "adolescens

have been still alive—Joan, who had married William Hart, a hatter of Stratford

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J. O. Halliwell-Phillipps, Life of William Shakespeare (1848), pp. 28-29

C. C. Stopes, Shakespeare's Environment (1914, 1918), pp. 64, 65, 332

FREDERICK C. WELLSTOOD, Catalogue of the Books, Manuscripts, . . . Exhibited in Shakespeare's Birthplace (1925), No. 58 EDMUND K. CHAMBERS, William Shakespeare (1930) I, 12, 87; II, 2, 7, 109, 278, 289

LXXXVI

SHAKESPEARE A WITNESS IN THE BELOTT-MOUNTJOY CASE, 1612

Wallace, of the University of Wallace, of the University of Nebraska, the Shakespearean world is indebted for the discovery in the years between 1904 and 1910 of important documents in the Public Record Office. His first published account of his discovery appeared in Harper's Magazine for March 1910.

In the following October the entire series of nineteen documents was published in *The University Studies of the University of Nebraska*, X (No. 4), 261–360. The documents are intact and in excellent condition; transcription of the Gothic script is not hindered by much abrasion or imperfection. And Professor Wallace is entirely correct in insist-

ing that this court record throws light on the personality and social contacts of William Shakespeare.

In this suit for dower in the Court of Requests, where such a domestic case would be conducted, Stephen Belott, son-in-law of Christopher Mountjoy, was represented by the attorney "Raf: Wormlaighton" and the defendant by "Geo: Hartoppe." As in such cases of bill of complaint, answer, replication, and rejoinder, it is the opposing barristers, not the plaintiff and the defendant, who sign the several legal documents. Here Wormlaighton and Hartoppe signed the instruments. Sir George Greenwood (The Shakspere Signatures and "Sir Thomas More," p. 18) says a Court of Requests was a sort of relief Court of Chancery especially devoted to dispensing equity to poor suitors. Notes and Queries for February 6, 1932

(4) Patent Rolls, 5 James I, Part 30, May 27, 1607, show that he became a "denizen," that is, a naturalized citizen of England. (5) His wife Mary had died in 1606: the Parish Register of St. Olave's for that year reads, "Mary wife to Christopher Montjoy.... October 30." (6) A daughter Mary was their only child and heir. (7) Mary was herself taught her father's trade and was brought "to a good perfection" therein. (8) Stephen Belott was the stepson of one Humphrey Flood (who also made a

[DOCUMENT 217]

[COURT SUMMONS TO WILLIAM SHAKESPEARE AND OTHERS TO TESTIFY IN THE BELOTT-MOUNTJOY CASE, 1612]

Septimo die Maij /

N[i]l
paup[er]

A compulsory to Wil[lia]m
Shakespeare gent[leman] and
others ad testificand[um]
inter Stepha[nu]m Bellott
q[uerentem] et Xpoferum
Mountioy def[enden]t[em]

r Imed

(Vol. 162, 93-95) points out, however, that a legal item of suit for dower would as a matter of course be brought before the Court of Requests. And the Mountjoys were not of the "poor"; on the contrary, they were rather prosperous.

Concerning the Mountjoys and Stephen Belott the following may be stated: (1) both were French-Mountjoy (a Huguenot born at Cressey, France) having migrated to London from France consequent upon the Massacre of St. Bartholomew in 1572. (2) Mountjoy lived in St. Olave's Parish, London, at the corner of Silver and Mugwell (modern Monkwell) streets close to St. Olave's church in Cripplegate Ward in the northwest corner of the old city wall, a respectable residential part of London. (3) He was a prosperous maker of women's headdresses (a "tiremaker"), who in the Subsidy Rolls of October 10, 42 Elizabeth, 1600, Box 146, Roll 409, is assessed thus: "Xroser Monioye vli xxvjs viijd" a double tax because he was not then a "denizen" but a "stranger" (foreigner).

deposition in the suit), a King's trumpeter, frequently carrying messages to and from Paris, who, about 1594, married in France a widow of the name of Belott. (9) In 1597 Stephen Belott was apprenticed by his stepfather to Mountjoy to learn tire-making. (10) St. Olave's Parish Register says Stephen and Mary were married in 1604: "Stephen Plott and Mary Montjoye Nouember 19." (11) The two households lived for a time under the same roof. (12) They quarreled, after which Stephen and his wife set up their own tire-making shop. (13) In 1612 Stephen Belott instituted suit in which he charged that Mountjoy had broken a promise to pay a marriage portion of £60 and to make a will leaving Mary £200, concerning all of which there was some degree of confusion or misunderstanding.

Concerning William Shakespeare and the Mountjoys, the following may be said: About 1596 (see his defaulting in payment of taxes, chapter xlv, Volume I), Shakespeare was living in St. Helen's, Bishopsgate. In 1599, from the same documentary evidence, he was living in Bankside. At some time after leaving Bankside, Shakespeare appears to have resided with the Mountjoys, for Joan Johnson's testimony of May 11, 1612, asserted: "Mr Shakespeare that laye [lived or lodged] in the house. . . ." Shakespeare's deposition of May 11, 1612, reveals his intimate relations with the Mountjoys: he had known the plaintiff and the defendant "for the space of tenne yeres or thereaboutes."

Frequently the Mountjoys had counseled with him about the marriage of their daughter Mary; they had praised young Belott and had said that he was a good servant and "a very honest fellow"; Shakespeare himself said of Belott, that he was a "good and industrious servant in the said service"; they had requested Shakespeare to make a "mocion" to Stephen that he marry Mary; Shakespeare's "mocion" did "moue and perswade" Belott to marry Mary; Madame Mountjoy, in particular, had induced William Shakespeare to approach Stephen Belott to encourage Stephen to marry Mary. There was a handfast betrothal (Shakespeare himself betrothed, "made sure," them) and a subsequent Church marriage on November 19, 1604. In his deposition as a witness to Stephen Belott's suit to recover the marriage portion, Shakespeare asserted that there had been discussion of it but he could not remember the details—Belott's bill of complaint had mentioned a marriage portion of £60, some household stuffs, 40s. that Mountjoy had borrowed from Belott, and £200 as a final amount at his father-in-law's death. The entire case seems to have been the case of an overenthusiastic father who, eager to marry his daughter off, promised more than his own holdings would warrant, fell to quarreling with his son-in-law, then refused to pay anything at all, and was sued at law for what he had promised.

Prior to May 11, 1612, the date upon which Shakespeare appeared in court, the Belott-Mountjoy legal case had pro-

¹ These early documents are printed in Wallace's "Shakespeare and His London Associates as Revealed in Recently Discovered Documents," *The University Studies of the University of Nebraska*, Vol. X, No. 4 (October 1910), pp. 268–77.

ceeded as follows: (1) A bill of complaint was endorsed January 28, 1612, by Stephen Belott against his father-inlaw, Christopher Mountjoy, for the recovery of a marriage portion (£60, household stuffs, and a final £200 involved), promised "aboute nyne yeares sithence." (2) The answer of Christopher Mountjoy to Stephen Belott's bill of complaint was dated February 3, 1612. (3) The replication or reply of Stephen Belott to Christopher Mountjoy's answer was dated May 5, 1612. And (4) the rejoinder of Mountjoy to Belott's replication was not dated. The actual taking of testimony by legal deposition in the case was then carried out.

The Process Book, 6-11 James I, Miscellaneous Books, Volume 183, folio 269, contains the official summons of the Court of Requests to William Shakespeare and others for Easter Term, 10 James I, 1612, here provided as Document 217. This summons was compulsory. The "r Imed," at the right, means "retournable Immediately." The "Nil pauper" is the reference to the bill of complaint. It is to be noted that the summons is to "William Shakespeare gentleman and others." Actually Shakespeare's testimony was the important one: that of the others in the main merely supports it.

The Witness Book, 44 Elizabeth to 16 James I, Miscellaneous Books, Volume 199, contains the court's list of witnesses (Easter Term, 10 James I, 1612) of "the others" and "William Shakespeare gent," here provided as Document 218. These witnesses, Daniel Nicholas, Joan Johnson, wife of Thomas Johnson, and William Shakespeare, gentleman, were ex parte Stephen Belott. Depositions or sworn statements, signed by the witness in the presence of the court, were taken down in the regular court manner of procedure.

The interrogatories, written on parchment, were a special set of five questions numbered serially along the left margin. Of these, 1, 2, 3, and 4 are on one membrane about 5½ inches wide and 11% inches long, and 5 is on a similar piece of parchment of the same width and about 6 inches long. In a very clear

[DOCUMENT 218]

[LIST OF COURT WITNESSES TO APPEAR IN THE BELOTT-MOUNTJOY CASE, 1612]

Stephen Belott
pl[aintiff]
Xpofer Mountioy
def[endan]t

danyell Nicholas Johan Johnson vx[or] Tho: Johnson Will[ia]m Shakespeare gent

[DOCUMENT 219]

[INTERROGATORIES TO BE PUT TO WITNESSES IN THE BELOTT-MOUNTJOY CASE, 1612]

Interrogatories to bee mynistred to Wittnesses to bee p[ro]duced on the parte and behalf of Stephen Belott Compl[ainan]t against Christopher Mountioye Def[endan]t.

- I Jmprimis whether doe you knowe the parties pl[ainan]t and def[endan]t and howe longe haue you knowne them and either of them.
- 2 Jtem whether did you knowe the Compl[ainan]t when he was servant wth the said def[endan]t howe and in what sort did he behaue himselfe in the service of the said def[endan]t and whether did not the said def[endan]t Confesse that hee had got great p[ro]fitt and Comodytie by the service of the said Compl[ainan]t.
- Jtem whether did not the said def[endan]t seeme to beare great good will and affecc[i]one toward[es] the said Compl[ainan]t during the time of his said service and what report did he then giue of the said Compl[ainan]t touching his said service and whether did not the said def[endan]t make a moc[i]on vnto the said Compl[ainan]t of marriage wth the said Mary in the Bill menc[i]oned being the said def[endan]t[es] sole Child and daughter and willingly offer to p[er]forme the same yf the said Compl[ainan]t should seeme to be content and well lyke thereof, and whether did not hee lykewise send anie p[er]son or noe to p[er]swade the said Compl[ainan]t to the same. declare the truthe of yor knowledge herin.
- 4 Jtem what some or somes of moneye did the said def[endan]t p[ro]mise to giue the said Compl[ainan]t for a porc[i]on in marriage wth the said Marye his daughter whether the some of threscore pownd[es] or what other somme as you knowe or haue hard and when was the same to be paied whether at the daie of Marriage of the said Compl[ainan]t and the said Marye or whath [sic] other tyme and what further porc[i]on did the said def[endan]t p[ro]mise to giue vnto the said Compl[ainan]t wth the said Marye at the tyme of his decease whether the some twoe hundred pound[es] or what other somes and whether vppon the said p[er]-

swac[i]ones and promisses of the said def[endan]t did not the said Compl[ainan]t shortly after marrye wth her the said Marye declare the truthe herein as you knowe verylie believe or haue Credybly hard.

5 Jtem what p[ar]cells of good[es] or houshold stuffe did the defend[an]t promise to geue vnto the compl[ainan]t in Marriadge wth his said wiefe And what p[ar]celles of good[es] did he geue him in Marriage wth his said wyffe. did he not geue them these p[ar]cels (vizt.) one ould ffetherbed, one oulde ffether boulster. A flocke boulster, a thine greene Rugg two ordanarie blanckett[es] woven, two paire sheetes A dozine of napkines of Course Dyap[er], twoe short table Clothes, six short Towelles & one longe one, An ould drawinge table, two ould Joyned stooles, one Wainscott Cubberd, one Twistinge wheele of Woode, twoe paire of litle Scyssers, one ould Truncke and a like old Truncke One Bobbine box: And what doe youe thincke in yor Conscyence all these said parcelles might be woorthe at the tyme when they weare so[?] deliu[er]ed by the defendaunt[es] appoyntm^t, vnto the pl[ain]t[iffes] declare the truthe hearein at lardge. /

[DOCUMENT 220]

[DEPOSITION OF WILLIAM SHAKESPEARE IN THE BELOTT-MOUNTJOY CASE, 1612]

Will[ia]m Shakespeare of Stratford vpon Aven in the Countye of Warwicke gen[tleman] of the age of xlviij yeres or thereabout[es] sworne and ex[a]m[in]ed the daye and yere abouesaid deposethe & sayeth[e]

- I To the first Interr[ogatory]: this dep[on]ent sayethe he knowethe the p[ar]tyes pl[ain]t[iff] and deffend[ant] and hathe know[ne] them bothe as he now remembrethe for the space of tenne yeres or thereabout[es]./
- To the second Interr[ogatory] this dep[on]ent sayeth he did know the compl[ainant] when he was serv[a]nt w[i]th the deffendant, and that duringe the tyme of his the compl[ainan]t[es] service w[i]th the said deffend[an]t he the said Compl[ainan]t to this dep[on]ent[es] knowledge did well and honestly behaue himselfe, but to this dep[on]ent[es] remembrance he hath not heard the deffend[an]t confesse that he had gott any great p[ro]fitt and comodytye by the said service of the said compl[ainan]t, but this dep[on]ent saithe he verely thinkethe that the said compl[ainan]t was A very good and industrious servant in the said service And more he can[n]ot depose to the said Interr[ogatory]: /
- To the third Interr[ogatory]: this dep[on]ent sayethe that it did evydentlye appeare that the said deff [endan]t did all the tyme of the said compl[ainan]t[es] service w[i]th him beare and shew

Gothic script the court clerk set down the questions, here given as Document 219, which William Shakespeare and the others were to answer by deposition (sworn and signed answers set down in open court).

The deposition by William Shakespeare, like the other depositions in this suit, is written on paper. Before the case was concluded, three sets of interrogatories and three sets of depositions were recorded. In each instance the paper depositions are thonged to the corresponding interrogatories—the conventional method of keeping court records in that day. The records remained more or less intact until Professor Wallace brought them to light.

The size of Shakespeare's deposition is approximately 12 by 151/2 inches. Except for the lower half of the right margin, where some edging is missing, the paper manuscript is virtually intact, though the paper is fragile. It will be seen from the facsimile that the statements in this deposition are numbered in the left margin 1, 2, 3, 4, 5, to correspond to the questions in the Interrogatories. A casual glance at the document shows that there are three handwritings in it: (1) one in the first half of the record; (2) a second in the second half of the record; and (3) the signature of William Shakespeare. Shakespeare did not himself write his answers to the interrogatories. An order (a restatement of the earlier legal practice) of 13 Charles II, 1661, concerning such depositions was that the court was "not to permit him [the testifying and subscribing witness] to read over, or hear read any other interrogatories, until that in hand be finished; much less is he to suffer the deponent to have the interrogatories, and pen his own deposition." Very few legal documents of this sort were written by the man making the deposition; Professor Wallace, in all his ten years of painstaking research, found only two written by the witness himself. As Wallace asserts, it was the legal duty of the clerk "to write down the deposition of the witness truly and indifferently without partiality." Shakespeare and Nicholas signed their depositions,

and Joan Johnson made her mark at the end of hers.

Here, as in almost every other legal document in which the name of the dramatist appears, William Shakespeare identifies himself as of Stratford-upon-Avon, gentleman-not of London. He had retired from the London stage a few years before and had returned to Westminster probably for this suit. His deposition gives his age as "xlviij yeres or thereaboutes." The facsimile reproduced here is by the special permission of the Public Record Office. The transcript here given as Document 220 is literal from the original; the abbreviated forms are spelled out in full and the necessary added letters are enclosed in brackets.

A study of the entire series of documents shows that the case centered around the testimony of William Shakespeare, who, during the time the Mountjoys were negotiating with Stephen Belott to marry their daughter Mary and afterwards also, remarked to others what had taken place. As a result, the testimony of the other witnesses is largely corroboration of what Shakespeare had said: "told me," "said," and like expressions appear in connection with virtually every other one's testimony. The essential parts of their depositions dealing with the chief narrated points are here given:

The wife of Thomas Johnson a basket-maker, Joan Johnson, once domestic in the Mountjoy home, testified on May 11, 1612, as shown in Document 221.

Daniel Nichols, son of Sir Ambrose Nichols, once one of the Lord Mayors of London, testified on May 11, 1612, as shown in Document 222.

On May 15, 1612, an order was issued for the publication of the case and for a hearing (Decrees and Orders, Miscellaneous Books, Vol. 26, p. 270), but on the same day a second order was issued providing for a postponement of publication and for the examining of further witnesses (Decrees and Orders, Miscellaneous Books, Vol. 26, p. 343). The case was carried over into Trinity Term, and Humphrey Flood, Daniel Nichols, George Wilkins, William Eaton, Christopher Weaver, and Nowell Mountjoy

great good will and affecc[i]on toward[es] the said compl[ainan]t, And that he hath h[e]ard the deff[endan]t and his wyefe diu[er]se and sundry tymes sayd and reporte that the said compl[ainan]t was a very honest fellow: And this dep[on]ent sayethe that the said deffendant did make A moc[i]on vnto the compl[ainan]t of marriadge w[i]th the said Mary in the bill menc[i]oned beinge the said Deff[endan]t[es] sole chyld and daughter and willinglye offered to p[er]forme the same yf the said Compl[ainan]t shold seeme to be content and well like thereof: And further this dep[on]ent sayeth that the said deff[endan]t[es] wyeffe did sollicitt and entreat this dep[on]ent to move and p[er]swade the said Compl[ainan]t to effect the said marriadge and accordingly this dep[on]ent did moue and p[er]swade the compl[ainan]t thervnto: And more to this Interrogat[or]ye he can[n]ot depose. /

- 4 To the ffourth Interr[ogatory] this depon[e]nt sayth that the defend[an]t p[ro]missed to geue the said Compl[ainan]t a porc[i]on of monie and good[es] in marriad[ge] w[i]th Marye his daughter, but what c[er]tayne some porc[i]on he Remembrthe not nor when to be payed if any some weare p[ro]missed, nor knoweth that the def [endan]t p[ro]missed the defend[an]t p[ain]t[iff] twoe hundered pound[es] w[i]th his daughter Marye at the tyme of his decease. But sayth that the pl[ain]t[iff] was dwellinge w[i]th the def [endan]t in his house And they had Amongest[e] them selues manye Conferences about there marriadge w[hi]ch [afterwardes] was Consumated and Solempnized. And more he cann[ott depose.]
- To the vth Interr[ogatory] this depon[e]nt sayth he can saye noth-[inge] touchinge any p[ar]te or poynte of the same Interr[ogatory] for he knoweth not what Implement[es] and necessaries of houshould stuffe the def [endan]t gaue the pl[ain]t[iff] in marriadge w[i]th his daughter Marye.

Willm Shak

[DOCUMENT 221]

[PART OF DEPOSITION OF JOAN JOHNSON CORROBORATING THAT OF SHAKESPEARE IN THE BELOTT-MOUNTJOY CASE, 1612]

To the thirde Jnterr[ogatory] this depon[e]nt sayth there was a shewe of goodwill betweene the pl[ain]t[iff] and def[end-antes] daughter Marye wh[i]ch the def[endantes] wyffe did geue counten[ance] vnto and thinke well of. And as she rememb[er]eth the def[endan]t did send and p[er]swade one Mr Shakespeare that laye [= lived or lodged] in the house to p[er]swade the pl[ain]-t[iff] to the same Marriadge.

[Document 220]

•		

were then called as witnesses in behalf of Belott (Witness Book, 44 Elizabeth to 16 James I, Miscellaneous Books, Vol. 199). Each of the witnesses signed depositions² answering a second set of interrogatories.

A second time, June 19, 1612, Nichols stated under oath what is here designated Document 223.

suit. Witness Book, 44 Elizabeth to 16 James I, Miscellaneous Books, Volume 199, has the court summons for Mountjoy's witnesses, here given as Document 226.

Then follows a third set of interrogatories (June 23, 1612, written on parchment) and depositions (on paper 12½ by 15¾ inches) by these three witnesses "nobles" awarded to Belott had not been paid a year later.

Later Mountjoy was chastised for alleged licentious life with one Mabel Art, both of them denying the children. Mountjoy himself was excommunicated on February 1614, became litigious, made his will January 26, 1619, and was dead before April 15, 1620. His will records Christopher Mountjoy as no longer in St. Olave's Parish. He must have sold his leases and holdings in that district; that is, if he had still held those properties which were within the territory of the London County Council, local custom would have required that he divide his property into three partsone to his wife, one to children, and one to whomsoever he wished. Yet his will, obviously intending to disregard Mary and Stephen, reads: "Three third Parts of my goods and chattels (the whole being divided into fower third partes) I give and bequeath unto my well-beloued wife Isabel [not known who she was]. And one other third parte of the said fower parts I doe hereby giue and bequeath unto my daughter Mary Blott the weif of Stephen Blott." He seemingly never paid her marriage portion, and he now defrauded her anew. Stephen Belott never took any action to recover. Mountjoy's will was registered not in the Probate Court of Canterbury but in the Register of the Court of the Deans and Chapter of Westminster St. Paul's. Christopher Mountjoy appears to have been a covetous, unscrupulous, ill-principled, and licentious person, who did not improve and mellow with age. And Stephen Belott executed his own will on July 20, 1646: it was signed "Par

There still remains the question of the authenticity of the Shakespeare signature written at the bottom right of the deposition presented as Document 220. It has previously been stated that the court practice required that a scribe

Mountjoy was so of the Conch of London, entries, dated its, in French edecision was the court practice required that a scribe so of the Conch of London, in Shakespeare's deposition, however, there are two scribes: (1) The first scribe, who set down the answers to the first three questions, wrote in a cramped, nervous, and somewhat slurring hand. (2) The second scribe, who set down the answers to the fourth and fifth questions, wrote a bolder, more cursive, and more

rhythmic hand.

moy Etiene Belot."

[DOCUMENT 222]

[TESTIMONY OF DANIEL NICHOLS CORROBORATING THAT OF SHAKESPEARE IN THE BELOTT-MOUNTJOY CASE, 1612]

- To the thirde Interr[ogatory] this depon[e]nt sayth he herd one Wm: Shakespeare saye that the def[endan]t did beare A good opinion of the pl[ain]t[iff] and affected him well when he served him And did move the pl[ain]t[iff] by him the said Shakespeare to haue [a] marriadge betweene his daughter Marye Mountioye [and] the pl[ain]t[iff] And for that purpose sent him the said Sh[akespeare] to the pl[ain]t[iff] to p[er]swade the pl[ain]t[iff] to the same as Shakespere tould him this depon[e]nt wh[i]ch was effected and Solempnized [Nov. 19, 1604] vppon p[ro]mise of a porc[i]on with her. And more he cannott depose.
- To the iiijth Interr[ogatory] this depon[e]nt sayth that the pl[ain]t[iff] did Requeste him this depon[e]nt to goe w[i]th his wiffe to
 Shakespe[are] to vnd[er]stande the truthe howe muche and what
 the def [endan]t did promise [to] bestowe on his daughter in marriadge w[i]th him the pl[ain]t[iff] who did soe. And askinge
 Shakespeare th[ere]of, he Answered that he promissed yf the
 pl[ain]t[iff] would marrye w[i]th Marye his the def [endan]t[es]
 onlye daughter, he the defend[an]t would by his p[ro]mise as he
 Remembered geue the pl[ain]t[iff] w[i]th her in marriadge about
 the some of ffyftye pound[es] in money and Certayne Houshould
 stuffe.

William Eaton, who at the time of the trial was apprenticed to Christopher Mountjoy, testified on June 19, 1612, as here set forth in Document 224.

Nowell Mountjoy, brother to Christopher, also testified on June 19, 1612, his deposition being designated as Document 225.

Then follows the same procedure on the part of Mountjoy for his side of the

² For these documents see Wallace, op. cit., pp. 285–93. Only the parts of the depositions mentioning Shakespeare are reproduced here as documents.

for Mountjoy. Each witness signed his own name to his deposition. A court order (Decrees and Orders, Miscellaneous Books, Vol. 26, p. 421), June 30, 1612, referred the case to the local French Consistory Court in Threadneedle Street, of which Mountjoy was a member. The Registers of the Consistory of the French church of London, for 1588–1615, contain five entries, dated July 1612 to February 1615, in French relative to the case. The decision was against Mountjoy. But the twenty

write the statement for the witness and that the witness himself sign it, if able to write. If the witness could not write, the clerk would write his signature for him and then either let the witness make his mark or else write "eius signum" close to the signature. But no "mark" and no "eius signum" appear in connection with the "Willm Shak \ \mathre{P}" on this document.

A firsthand examination of the signatures to each of the other depositions shows that each witness signed his own name—"Daniell Nicholas," "william Eyton," "George Wylkins" (perhaps the dramatist), "Humfrey Fludd," "Chr: Weauer," "Nouel Montioi." Only one, Joan Johnson, could not write or at least did not write her own name, and the clerk wrote it, accompanied by an "X," her mark.

Research upon Elizabethan documents reveals the conventional abbreviations in the scripts of the period. The syllables "pre," "pro," and "per" are often designated by the scribal abbreviation . Such abbreviations occur at both the beginnings and the ends of words, though more frequently at the beginnings. Since the letter s was often but an oblique long stroke (from above to below the base line on which the letters rest), not infrequently an Elizabethan scribe combined an s and a final per into a single character—thus, . That this was the actual method of abbreviation used when others wrote down the name Shakespeare, one need but to turn elsewhere in this volume to perceive: the facsimiles of the name in the "Noate of Corne and Malte" (1598) and the Richard Quiney letter to Shakespeare (1598). In this deposition, the dramatist combined the letter s and the per in the one character-not adding even a final e. This is not evidence that the signature was written hastily or carelessly, as some uninformed critics have asserted. Edmund Spenser sometimes subscribed himself "spser." John Hall, Shakespeare's own son-inlaw, wrote his own name in the abbreviated combination "Hall," with a tiny o inscribed within the capital.

That this Will[ia]m Shak[[+per]

[DOCUMENT 223]

[SECOND DEPOSITION OF DANIEL NICHOLS IN THE BELOTT-MOUNTJOY CASE, 1612]

To the iiijth Interrogatory this deponent sayth that the defendant did never send him this deponent vnto the compl[ainan]t to make moc[i]on of Marriadge betwixte the compl[ainan]t and the said Marye Mountioye beinge the defend[an]t[es] sole daughter and Childe but Mr: William Shakespeare tould him this depon[e]nt that the defend [an] t sent him the said Mr Shakespeare to the pl [ain]t[iff] about suche a marriadge to be hadd betweene them, And Shakespeare tould this depon[e]nt that the defend[an]t tould him that yf the pl[ain]t[iff] would Marrye the said Marye his daughter he would geue hime the pl[ain]t[iff] A some of monney w[i]th her for A porc[i]on in Marriadge w[i]th her. And that yf he the pl[ain]t[iff] did not marry w[i]th her the said Marye and shee w[i]th the pl[ain]t[iff] shee should never coste him the def[endan]t her ffather A groat, wherevppon And in Regard Mr Shakespeare hadd tould them that they should have A some of money for a porc[i]on from the fath[er] they weare made suer by Mr Shakespeare by geuinge there Consent, and agreed to Marrye, geuinge eache others hand to the hande And did marrye. But what some yt was that Mr Shake Mountyoye p[ro]missed to geue them he the said Mr Shakespeare could not remember, but said yt was ffyftye pound[es] or th[er]about[es] to his best Rememb[er]aunce. And as he Rememb[er]ith Mr Shakespeare said he p[ro]missed to geue them A porc[i]on of his good[es]: but what or to what valewe he Rememberithe not. And more he Cannott depose.

[DOCUMENT 224]

[DEPOSITION OF WILLIAM EATON IN THE BELOTT-MOUNTJOY CASE, 1612]

4 To the iiijth Interr[ogatory] this depon[e]nt sayth he hath herd one Mr Shakspeare saye that he was sent by the defend[an]t to the pl[ain]t[iff] to moue the pl[ain]t[iff] to haue A marriadge betweene them the pl[ain]t[iff] and the defend[an]t[es] daughter Marye Mountioye, And herd Mr Shakespeare saye that he was wished by the def[endan]t to make p[ro]ffer of A certayne some that the def[endan]t said he would geue the pl[ain]t[iff] w[i]th his daughter Marye Mountioye in Marriadge, but he had forgott the some.

And Mr Shakespeare tould the pl[ain]t[iff] more he cannott depose touchinge the same Inter[rogatory].

[DOCUMENT 225]

[DEPOSITION OF NOWELL MOUNTJOY IN THE BELOTT-MOUNTJOY CASE, 1612]

To the iiijth Interr[ogatory] this depon[e]nt sayth he was never sent by the def [endan]t vnto the compl[ainan]t to make a moc[i]on to him of A marriadge to be hadd betwixte the Compl[ainan]t and Mary Mountjoy the def [endan]t[es] sole Child and daughter, nor knoweth of any other that was by the defend[an]t sent vnto the pl[ain]t[iff] vppon that messiage: but the pl[ain]t[iff] tould this depon[e]nt that one Mr Shakespeare was Imployed by the def [endan]t about that buysnes: in what mann[er]: or to what effecte he knoweth not: And sayeth he never heard the def [endan]t saye that yf his daughter Mary married not w[i]th the pl[ain]t[iff] shee would neve[r] haue groatte from him.

[DOCUMENT 226]

[DEFENDANT'S LIST OF COURT WITNESSES IN THE BELOTT-MOUNTJOY CASE, 1612]

> Xpofer Mountioy def [endan]t Stephen Bellott pl[aintiff]

Xposer Weaver Nowell Mountioy Thomas fllower.

is one of the seven extant genuine signatures of the great English dramatist is as certain as documentary and bibliographic evidence can make it certain. ⁴ For a highly detailed analysis of Shakespeare's signatures—a discussion beyond the province of the present work—see Dr. Samuel A. Tannenbaum's Problems in Shakespeare's Penmanship (1927). His The Handuriting of the Renatistance (1930) is authoritative. See chapter v for "Abbreviations."

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LXXXVII

THE BURIAL OF RICHARD SHAKESPEARE, 1613

ARLY in 1613 the John Shakespeare family was further diminished by the decease of William Shake-

speare's younger brother, Richard. The Stratford Parish Register has among the "Burials" the entry here designated as Document 227.

Richard Shakespeare had been born March 11, 1574; hence early in 1613, he was in his thirty-ninth year. He had outlived both his father (†1601) and his

[DOCUMENT 227]

[STRATFORD PARISH REGISTER ENTRY FOR THE BURIAL OF RICHARD SHAKESPEARE, 1613]

[1613]

Feb 4 Rich: Shakspeare

mother (†1608). To date no additional facts concerning him have come to light. His father having died previously, the entry is merely "Rich: Shakspeare." Joan and William, of all the nine Shakespeare children, were the only ones who survived Richard.

There is no entry in the Parish Register for the marriage of Richard Shakespeare.

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LXXXVIII

SHAKESPEARE'S PLAYS PERFORMED AT THE MARRIAGE OF PRINCESS ELIZABETH, 1613



OURING the winter season of 1612-13, a group of Shakespeare's plays were included in the entertainment given in

connection with the elaborate festivities accompanying the marriage of James I's daughter Elizabeth to Frederick V, Prince Palatine Elector of the Rhine.

The years 1612-1613 were a period highly important to James I and even more important to the nation at large. It was during this time that there occurred a significant change in the probable royal descent in the crown. On November 4, 1612, popular and handsome young Prince Henry (Prince of Wales and heir apparent to the throne) died under what were then thought to be suspicious circumstances. Modern medicine has diagnosed the case as one of typhoid fever. The favorite Prince was buried in Westminster Abbey on December 7, following.

However, during the previous October the King's daughter, Princess Elizabeth, had been betrothed to Frederick the Elector Palatine of France and future King of Bohemia. He had arrived in London on October 18, was betrothed to the Princess on December 27, and was married rather suddenly on February 14, 1613. The royal couple, each of whom was sixteen years of age, departed for France on the following April 10. It was for this festivity for this royal wedding, following rather soon upon the burial of the popular and handsome Prince Henry, that so large a number of plays was included in the entertainment, much of which was held in Whitehall recently built by James I for entertainment and banqueting purposes. It is very highly probable that William Shakespeare returned to London to render his part in the festivities. Some scholars hold that *The Tem-*pest was especially written for this royal occasion and that, in this beautiful masque-like play, Ferdinand and Miranda were the sixteen-year-old royal

The original manuscript recording the festivities is Rawlinson MS A. 239, folio 47^v in the Bodleian Library. Lord Stanhope of Harrington was the Treasurer of the Chamber to King James I. The

[DOCUMENT 228]

[RECORD IN CHAMBER ACCOUNT OF PAYMENT FOR PLAYS PERFORMED BY THE KING'S MEN, 1613]

It[e]m paid to Iohn Heminges vppon the Cowncells warr[ant] dated att Whitehall xxo die Maij 1613 for presentinge before the Princes highnes the La: Elizabeth and the Prince Pallatyne Elector fowerteene severall playes viz one play called ffilaster, One other called the knott of ffoules One other Much adoe abowte nothinge, The Mayeds Tragedy The merye dyvell of Edmonton, The Tempest, A kinge and no kinge The Twins Tragedie / The Winters Tale, Sr Iohn ffalstofe, The Moore of Venice, The Nobleman, Caesars Tragedye / And one other called Love Lyes a bleedinge, All wch Playes weare played wthin the tyme of this Accompte, viz pd the some of

iiij¤ xiij^{li} vj³ viij^d

lovers. As a member of the dramatic company of the King's Men, William Shakespeare was, to a degree, subject to the royal command. The song of marriage blessing in *The Tempest*, IV, i, IO6-I7, would have been a highly appropriate compliment to the royal couple and to royal marriage.

exact dates of the performances of plays mentioned are not recorded, but this account was entered at Whitehall on May 20, 1613. These entries, here given as Document 228, are part of the Lord Stanhope manuscript account between Michaelmas 1612 and Michaelmas 1613. Six of these plays are Shakespeare's.

The plays named in the record were presented at Court, as part of the revels celebrating the marriage of Princess Elizabeth, by the King's Men, which was the royal dramatic company by special patent of 1603 when James I had elevated the Lord Chamberlain's Men to be the King's Men, the company to which Shakespeare himself belonged and in which he was a shareholder. The list of actors attached to The Captain in the Beaumont and Fletcher Folio of 1679, containing the names of Burbage, Condell, Cooke, and Ostler, may appertain to the presentation of the play during this season. The twenty plays included in the two lists included Shakespeare's Much Ado about Nothing (apparently presented twice, once as Benidicte and Betteris), The Tempest, The Winter's Tale, 1 and 2 Henry IV (St Iohn ffalstofe' and Hotspur), Othello (The Moor of Venice), Julius Caesar (Caesars Tragedye); Beaumont and Fletcher's Philaster (also performed twice, once as Love Lyes a bleedinge), The Maid's Tragedy, A King and No. King, The Noble Gentleman, The Captain; Jonson's Alchemist; four plays of unknown authorship, The Knot of Fools, The Merry Devil of Edmonton, The Twins' Tragedy, and A Bad Be-

Adams (Life, p. 431) thinks that Sr lohn falnofe may refer to The Merry Wives of Windsor inweed of Henry W. Pert II. ginning Makes a Good Ending; and the lost play Cardenio. Cardenio was acted again on June 8 at a special presentation for the Savoyan ambassador. No copy of the play has come to light, but it was entered in the Stationers' Register on September 9, 1653 to Humphrey Mosley as "The History of cardenio, by M¹ Fletcher & Shakespeare."

The dramatist had probably retired from the active state by 1608 or 1609, and Beaumont and Fletcher had succeeded him as dramatists for the King's Men. The importance of the preparations for the productions to be presented in 1612-13 has been given as the cause of Shakespeare's return to the theater. It has been suggested that Shakespeare revised some of the plays preparatory to their presentation. A more probable reason for his return is the retirement of Beaumont in 1612-13, because he collaborated with Fletcher in The Two Noble Kinsmen and in Henry VIII.

John Heminges, to whom payment was authorized, was, of course, one of the bookkeepers of the King's Men, and the man who with Henry Condell published the Shakespeare First Folio in 1623. The entertainment was approved

The New Cambridge editors (The Tempert, 1921, pp. xlv ff.) suggest that the play was rewritten to honor the lovely Princess Elizabeth and that it may have been the play presented on the night of her betrothal, December 27, 1612.

by the Privy Council, which issued the warrant for payment. Eighteen different plays (two of the plays listed were presented twice) constituted a large number and indicate a degree of popularity of the King's Men at the court. Masks by Campion, Chapman, and Beaumont and plays by Elizabeth's own dramatic company (created by royal patent in 1611) were produced, but the King's Men furnished the major part of the entertainment. The sums paid were substantial: iiijxx xiijii, vji, viijd and lxii, making a total of £153, 6s. 8d., \$6,000 in modern values. There is no documentary evidence that Shakespeare was present at court with the King's Men. But it was on the following March 11, 1613, that Shakespeare purchased the Blackfriars property in London, for the part payment of which he joined in executing a mortgage deed (see the next two chapters below). This is the last official royal entry, during Shakespeare's remaining years for the performance, at court, of any of his plays.

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LXXXIX

THE CONVEYANCE OF A BLACKFRIARS PROPERTY, 1613

Shakespeare purchased the Gatehouse property in London. The deed of conveyance, executed in two parts, is existent today: the vendor's part is in the possession of the Corporation of London and is kept mounted between mahogany-framed panes of glass in the vault

in the Guildhall Library in London;

the vendee's part (the one which certainly was once in the actual possession of William Shakespeare) is in the Folger Shakespeare Library in Washington, D.C.

Of the part in the Guildhall Library the following may be said: (1) It is of parchment and virtually intact. (2) The manuscript is one sheet, approximately 23% by 19% inches, the margins of which are, at left, 2% inches and, at bottom, 2 inches, with the script crowding the right margin. (3) Its color is a faded yellow. (4) It is written in a beautiful, clear, professional scrivener's Gothic script. (5) It is very legible, except where folds and creases have chipped off the ink. The parchment is rather wrinkled; the manuscript has two perpendicular equidistant folds and

seven transverse folds not equidistant. (6) This copy of the deed of conveyance is not so well prepared as the Folger part, for (a) it has a very heavy, intended deletion of some four lines of the text, which cannot be deciphered, about twothirds down the sheet; (b) it has hiatus marks of xxxx xxxx; (c) it has a number of insertions (interlined) of carelessly omitted words; (d) it has variations of spellings like "which" for "wch," "with" for "wth," "and" for "&," etc.; and (e) it has 53 lines of script, including the heavy deletion. (7) This manuscript is better punctuated than the vendee's copy at the Folger Shakespeare Library—a bit clearer in its use of commas and semicolons. (8) Line-lengths across the page are not the same as those in the Folger part. (9) There are four seal-tabs attached at the bottom, but only the two at the left are sealed. The seal has the letters "HL," for Henry Lawrence, who was the servant of Robert Andrews, the scrivener who drew up the deed. This document is signed by William Shakespeare, William Johnson, and John Jackson, but not by John Hem-

The manuscript was bought at a sale in Messrs. Evans' rooms in Pall Mall in May 1843. The copy regularly on public exhibition in the Guildhall Library is, of course, an excellent facsimile (a trifle larger than the original in the vault) issued by the Library Committee in 1896. Originally the document was found (Malone's Inquiry into the Authenticity of Certain Miscellaneous Papers . . . , 1796, p. 119) in 1796 by Mr. Albany Wallis, a London solicitor, in the presence of Edmund Malone, among the old title deeds of the Rev. Utrick Fetherstonhaugh. This clergyman, the rector of Oxted, Surrey, for a period of forty-two years, reported that the materials "had been lately restored after having been a long time out of his hands." Malone promptly published in 1796 the first facsimile of the Shakespeare signature on the document. In May 1841 the manuscript was sold to Mr. Elkins for £162 15s. od. In May 1843 in Messrs. Evans' auction rooms in Pall Mall, it was resold—with the Corporation of London as the purchaser and the Guildhall Library, subsequently, as the permanent repository.

Of the vendee's part, in the Folger Shakespeare Library, the following may be said: (1) The document is of parchment. (2) The manuscript is on one sheet, not quite so large as the corresponding manuscript in the Guildhall Library. (3) It is intact, and in rather better condition than the vendor's copy. (4) It is written in the same script and by the same hand as the Guildhall copy, only the script is a bit smaller. (5) The whole is very legible and clear. The parchment has been folded, but not so as to injure the script. The manuscript has two equidistant perpendicular folds and three equidistant transverse folds. (6) This manuscript is better prepared than the Guildhall copy: (a) it has only one important insert (interlined) of an omitted phrase; (b) it has fewer inconsistencies in the use of "which" for the regular "wch," "with" for "wth," and "and" for "&"; (c) it has no large deletion as has the vendor's copy; (d) it has no hiatus marks. (7) The punctuation in this part of the deed of conveyance is not so effectively done, having more commas and fewer semicolons than the Guildhall copy. (8) There are 51 lines, as opposed to the 53 lines in the other. The contents of the two parts are virtually the same. (9) This vendee's part is signed and sealed by the vendor, one Henry Walker, who was citizen and "minstrel" of London, the signature being clear cut and easily legible.

On December 20, 1872, Halliwell-Phillipps purchased this counterpart deed of conveyance from Sir William Tite, M.P., who, earlier, had bought it from the Sainsbury Collection. Halliwell-Phillipps sold the deed in January 1897 to Marsden J. Perry of Providence, Rhode Island, who in turn sold it to Dr. A. S. W. Rosenbach, from whom Henry C. Folger secured it.

Shakespearean scholars have complained of the laborious legal phrasing of the 1613 Blackfriars purchase deed as being involved, repetitious, and lacking in clarity. Any deed of the period aimed to do three things: (1) identify

the boundaries; (2) identify the previous owners; (3) actually covenant and convey the premises from one party to the other. Acquaintance with earlier deeds shows that these three things are the objectives of the 1613 purchase deed. Moreover, there is scarcely a phrase, a name, or a consideration in the purchase deed that is not repeated from the previous deeds with a view to stating boundaries, previous owners, previous covenants, and such items. In English deeds of conveyance, quite contrary to the Roman practice, boundaries were not mathematically defined in terms of directions, feet, rods, etc., but rather by landmarks such as old walls, board fences, trees, and other objects. Then, too, often a small bit of land or a restricted property originally was a part of a larger holding, and the fact that such was once the case is conventionally repeated from deed to deed thereafter. Then there were details and items which, by long use or custom, legally belonged to a given premise—ingress and regress, light, easements, gateway rights, cellars and sollars-all of which were conventionally repeated from deed to deed. The Folger manuscript abstract of the Blackfriars property demonstrates all of these factors.

A. Folger MS 448 (Halliwell-Phillipps, Calendar of Shakespearean Rarities, No. 165) contains the "Old Abstract of the Title to Shakespeare's Blackfriars Estate." This manuscript is of paper, folio in size, 25 folio sheets. There are two parts: (1) Folios 1-15. Abstract of deeds, etc., from 1590 to 1723. Endorsed: "Mr Fotherstonehaugh D'abstract of Premes in Black Fryers. A The Blackfriars Estate [in a different hand and ink; no doubt Halliwell-Phillipps'] Wallis." (2) Folios 16-25. Abstract of deeds, etc., from 1547 to 1631. Endorsed: "Mr Fetherstonhaugh Black Fryars C The Blackfriars Estate [in different hand and ink; no doubt Halliwell-Phillipps'] Wallis." A flyleaf note by Halliwell-Phillipps says that the original deeds, except one or two, for this abstract are no longer in existence. If the letters "A" and "C," for the two groups of folios indicated, are a part of a

sequence, then group "B" has been lost. It is to be noted, also, that groups "A" and "C," so far as materials are concerned, are in reverse order; that is, group "C" has the abstract from 1547 to 1631, whereas group "A" has the abstract from 1590 to 1723.

The earliest document' in the Abstract is a Letter Patent, or grant, from Edward I to Sir Francis Bryan, Kt. It is on folios 16 and 17 of the manuscript and is here given complete as Document 229. The date is December 12, 1547.

The terms "precinct," "parcel," "capital messuage," "tenure," "chamber,"
"Gate House," "cellar," "room," "King's Great Wardrobe," "garden," "free entry return," and "Black Fryars" will be recognized as recurring in the purchase

deed of 1613.

Then follow documents of Edward VI to confirm the provisions of the letters patent of 1547: the October 6, 1552, deed poll "grants and confirms"; the January 14, 1552, indenture is of "bargayne and sale" to the said Francis Bryan; the January 14, 1552, deed poll "gives unto" Sir Francis Bryan "All the said premes" On March 1, 1553, by indenture, Sir Francis Bryan conveys the property "bargain and sale," for £100, to Sir Anthony Auger (or Aucher?), Knt.—"All that his Messe or House or Messe being parcel and lying within the precinct of the Black Fryar London Together with all chambers, Rooms, "Sir Anthony Auger exccuted a mortgage to Sir Francis Bryan, March 1, 1553, an indenture which "Granted & to Ferm Lett unto the said Sir Francis" for a period of thirty years. On January 22, 1553, by indenture "the Reverend Father in God Thomas Thirlby Bishop of Ely" conveyed the premises to "Wm Blackwell & Margaret his wise £650. Did Bargain and Sell" In Hilary Term, 22 Elizabeth, 1575, by indenture of a "Fine Between Ann Bacon Wd Plt & Margaret Blackwell Widow Deft Of Ten Messes 20 Cottages 2 Curtilages & 6 Gardens wth the Appurt within the

Scite & precinct of the House of the Fraternity of Appraisours called Black Fryers within City of London. " On November 22, 1580, a "Deed Poll whereby Anne Bacon Widow declares the uses of the Said Fine to be said Ann Bacon her Heirs & Assigns for ever. . . . " On December 7, 1590, by indenture, William Blackwell and Anne Bacon agreed between them "that Blackwell and Ann Bacon, to enable each to make the best of advantage of his holdings" would permit, without prejudice, to sell. Then each one's property is legally identified: and the parcel which later was the William Shakespeare purchase of 1613 is legally identified thus: "And the said Wm Blackwell Did Grant and Confirm unto the said Ann Bacon All that Dwelling or Lodging House adjoining to the said Capital Messe and Sit on the South Side of the same And all Chambers Vaults &c then in the Tenure of the said Ann Bacon All that Messe abutting on the South on a Tenement Over the Great Gate in the Occupation of John Fortescue with one Plott of Ground on the West side of the said Tenement then late inclosed with Boords by the said Ann Bacon whereon a Dwelling house was then standing weh Plott was sometime parcel of the sd Priory piece of Ground then lately used for a Garden saving that it should be lawfull for the said Wm Blackwell to lead Water from the Well in the sd Garden and the use of the pump." On December 9, 1590, by indenture, the ".... said Wm Blackwell to Ann Bacon Demise Grant and to Ferm Lett unto the sd Ann Bacon All the said capital Messe To Hold unto the said Ann Bacon for 3 years-under the yearly Rent of a pepper Corn." The several leases of Blackwell in 1591, 1599, 1602, and 1613 need not be of further concern here.

Group "A" of Folger MS 448, folios 1-15, now take up the further legal history of the Blackfriars property. On May 11, 1590, in an indenture, between Anne Bacon and her son Matthew Bacon, it was agreed, for £20, "That he sho'd stand Seised of a Dwelling House Situate in Black Fryars London

late in the Tenure of John Gardiner Esqu And then in the Tenure of John Fortescue Gent Abutting upon a Street leading down to Puddle Wharf on the East part right Over agst the Queen Wardrobe part of weh sd Tenement is Erected over a Great Gate leading to a Capital Messe which then was sometime in the Tenure of Wm Blackwell Esq and then or then late in the Tenure of the Earl of Northumberland with the Apputs. And one plott of ground on the West of the said Tenement then late in closed with boards on two sied by the said Ann Bacon and the 3^d Side inclosed with an Old Brick Wall wherein a Wall wherein a Well is now standing wch said Plott of Ground was some time parcell and taken out of a great piece of Said Ground then lately used for a Garden and also a Way or Passage through the sd Gate Great Way To the only use and behoof of the said Matthew Bacon his Heirs & Assigns for ever."

On October 15, 1604, in an indenture between "Matthew Bacon of the one part and Henry Walker on the other part £ 100. . . . Did Grant alien Bargain & Sell all the last Abstracted premes To Hold to the only proper use and behoof of the said Henry Walker his Heirs and Assignes for ever. " And on March 10 (Folger MS 448 says "March 12"), an indenture was "Inrolled in Chancery Between Henry Walker and Wr Shakespere gent William Johnson, John Jackson, and John Hemninge £ 140 All the said Premes." This was a deed of conveyance to trustees in trust that was enrolled in the Court of Chancery.

B. The deed of conveyance for the Blackfriars property, as is clear from the foregoing digest of the Folger MS 448 abstract of the premises, is but a legal reiteration of the essentials given in the earlier deeds: a legal description of the boundaries of the property, and a legal identification of the previous owners. In virtually every instance the exact phrasing of the preceding documents is employed. No doubt the legal rights and appurtenances appertaining thereto, from earlier leases, conveyances, etc., had become a bit indefinite, uncertain, and

² E. K. Chambers (William Shakespeare, II, 165-69) gives a history of the property which varies in details from the one given in the Abstract (Folger MS 448).

confused. Hence this transaction was made a matter for the Court of Chancery, whose specific legal jurisdiction was that of equity or the matter of the fair, equal, and legal rights of the several parties concerned. In the light of William Shakespeare's business astuteness shown in his earlier legal transactions, one may properly conclude that it was the dramatist himself who saw to it that the entire matter was once and for all clarified by the Court of Chancery. This enrollment in Chancery reads: "Indentura facta Willelmo Shakespeare Willielmo Johnson Iohanni Iackson et Iohanni Hemynge per Henricum Walker" and is in the contemporary index to grantees, "Rot. Claus., II Jac. I., pars 31." At the end of the enrollment, verbally repeating the original deed, is affixed: "et memorandum quod undecimo die Marcii, anno suprascripto, prefatus Henricus Walker venit coram dicto domino rege in Cancellaria sua, et recognovit indenturam predictam, ac omnia et singula in eadem contenta et specificata, in forma supradicta. Irrotulatur vicesimo-tercio die Aprilis, anno regni regis Jacobi Anglie undecimo." And such "Recogn[ou]it coram ano in Cancellar[ia] vndecimo die Marty Anno supradict[a]" was entered on the vendor's (Henry Walker's) counterpart of this deed-at the left and under the upturned part of the parchment—as will be seen on examining the facsimiles of the Folger MS of this conveyance.

Transcripts, in whole or in part, may be found in Malone's Variorum (1821, II, 585-90), in Halliwell-Phillipps' Life of William Shakespeare (1848, pp. 248-51) and his Outlines (1882, II, 31-34), in Lambert's Shakespeare Documents (1904), in Tucker Brooke's Shakespeare of Stratford (1923, pp. 70-72), and in E. K. Chambers' William Shakespeare (1930, II, 154-57). H. Staunton's Memorials of Shakespeare (1864) contains a facsimile and also one of the mortgage deed. Halliwell-Phillipps issued in 1871 eleven copies of the E. W. Ashbee handmade facsimile, of which the Folger collection has Nos. 3 and 9. And in 1884 Halliwell-Phillipps had fifty copies

printed (see his Calendar of Shake-spearean Rarities, 1891, for the account).

The facsimiles of the two counterparts are reproduced in this work by the generous consent of the Corporation of London and the Folger Shakespeare Library.

was dated by two methods: (a) the conventional one of dating by a given year of a sovereign's reign, here the tenth year of the rule of James I (1613); and (b) the newer method of dating by a definite year, here "according to the Computation of the Church of Eng-

[DOCUMENT 229]

[LETTER PATENT RELATING TO SHAKESPEARE'S BLACKFRIARS ESTATE, 1547]

12th Dec E 1vi Edward King Edward by Letter Patent Grants to Sir 6th 1547 Francis Bryan Kt.

All that Hall under the precinct House then late of the Fraternity of the Appraisers of London there and then called the Black Fryars parcel of a Capital Messe there adjoining the Cloyster on the East

All that Scite of an Hospitall or Inn there parcel of the afs⁴ House then lately called the Priors Lodgings then in the Tenure of Francis Vernon

All that Chamber under the Bed Chamber then lately before the House adjoining the Cloysters on the East part afs^d

All that other Chamber with the partition for a Cellar called a Buttery adjoining the said Cloyster

All that other House called a Stow House under the Bed Chamber assd adjoining to the Cellar called the Buttery on the North part

All that Gate House adjoining to the House called the Stow House All that Kitchen with a Curtilage adjoining to the sd Stow House on

the East side

All that House called a Larder House adjoining to the Kitchen on the North side

All that Cellar adjoining the said House called the Larder House & the Kitchen on the East Side

All that Little Chamber adjoining to the Church called Black Fryars on the S Side

All that Chappel adjoining to the sd Church then lately the House of this Fraternity of Appraisers on the South Side

The transcript of the vendee's copy, which was doubtless once in Shake-speare's possession and consequently not signed by him, here given as Document 230, is directly from the original document now in the Folger collection. The words are spelled out in full with the necessary added letters enclosed in brackets.

This deed of conveyance to trustees in trust warrants analysis: (1) The deed

land" (no longer the Roman Catholic Church), 1612 (1613, New Style). (2) Henry Walker, citizen and "Minstrell" of London, was the vendor and William Shakespeare of Stratford-upon-Avon, gentleman, with William Johnson, John Jackson, and John Heminges were the vendees. (3) The sale price was £140 (about \$5,600), which sum was to be "in hande before th'ensealing" (a wholly conventional phrase from

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		,

time immemorial). (4) The sum of £140 was paid by William Shakespeare only. (5) Henry Walker, accepting this sum, "doth acknowledge himselfe fullie satisfied and contented" and "doth electlie acquite and discharge" William Shakespeare and "his heires, executours,

that dwelling house or Tenement wth th'appurtenaunces situate and being wthin black ffryers London." (8) This property had once been in the tenure of James Gardiner, then of John Fortescue, and now of William Ireland. (9) The boundaries of the property are

All that Room called the parlour under the House and Building called the Gallery adjoining to the said Chappel on the South part

All that Great Chamber called the Great dining Chamber over the sd Cellar

All that other Chamber called the Bed Chamber Together with a small Chamber over the Same & adjoining to the s^d Great Chamber on the North

All that other Chamber adjoining the Same over the West end called the Great Chamber

All that House and Building over the Parlour adjoining the East and of the said Great Chamber

All that House and Building called the Little Gallery together with two small Chambers over the same adjoining to the s^d. Great Chamber on the South

All that Chamber over the Hall with all its Appurts adjoining the s^d small Gallery on the South side

All those two Gardens adjoining the assd Hospitall or Inn called the Priors Lodgings on the East part and by the side of the King's Great Wardrobe on the West side cont by Estimation 1 acre of Land with its Appurts with free entry return Ingress & Regress into the same

All wch Premes were then in the Tenure of the said Sir Francis Bryan and wch sd Premes with the Appurts to the sd House then lately called the Black Fryars and then lately were parcel of the Possessions of the said House

To Hold to the said Sir Francis Bryan and his Heirs to his and their own proper use for ever To be holden of the King his Heirs and Successors as the Manor of Greenwich Com Kent by Frealty [sic] only for all manner of Services & Demands whatsoever.

administratours, and assignes" from any further payment of any sort; note that Walker does not discharge Johnson, Jackson, and Heminges, for they did not pay anything. (6) By this deed, "by theis presentes," Henry Walker "doth fullie cleerlie, and absolutile bargayne and sell" to Shakespeare, Johnson, Jackson, and Heminges and to their heirs and assigns forever a dwelling house or tenement. (7) The premises were "All

described from local landmarks in the very same phrasing used in the earlier deeds for the property: (a) "abutting vpon a streete leading downe to Pudle

² Not much information—certainly not much that is trustworthy—exists about most of the persons named in this purchase deed. Henry Walker was "Citizein and Minstrell of London." James Gardiner remains unidentified.

John Fortescue, son of Sir Anthony Fortescue, was of Lordington, Sussex, and a nephew and "servant" of Sir John Fortescue, who in 1574 had his official residence as Master of the Wardrobe on the wharffe on the east part"; (b) "right against the kinges Maiesties Wardrobe"; (c) part (of the tenement) "over a great gate" which gave passageway to a capital messuage which "sometyme was in the tenure of William Blackwell" now dead and which was now in the "tenure or occupacion of Earle of Northumberland." (10) Not only was there this "dwelling house or Tenement" (see below), but there was "also" a "plott of ground on the west side of the same Tenement" which had been "lately in-

other side of St. Andrew's Hill; he, unlike his uncle, was a Catholic, as was his father, Sir Anthony, who (married to a Pole) was concerned in the conspiracy of 1562. John married Ellen Henslowe, daughter of one Ralph Henslowe (apparently no relation to Philip Henslowe), a recusant, who was kin to the Earls of Southampton and who lived at Boarhunt in Hants; in 1591, Anthony Tyrrell and John Ballard (the alias Fortescue) presented to John and Ellen Fortescue "such stuff as we brought from Rome." Their premises in Blackfriars must have been a sort of rendezvous for "odious" Catholics, for in 1591, "Fennell the priest doth use to come very muche to M' Iohn Fortescue his house" and Richard Topcliffe, official priest-hunter, warned John and his uncle Sir John of the danger they hazarded and on March 1, 1598, they searched for hidden priests on information supplied by Nicholas Udall (co-author of Ralph Roister Doister), who described the place as having "many places of secret conveyance in it," probably for escape in the event of discovery. The Hatfield MSS (vii, 138, viii, 74, xiv, 57) show that John Fortescue was himself away but that Ellen and the two fair daughters. Katherine and Elizabeth, were examined: they admitted recusancy but denied the presence of priests.

Lord Clermont's Family of Fortescue (p. 435) printed the following in a letter written by John to the Earl of Essex in an attempt to clear his own skirts: "I crave no favor ether of her Mati or of any peere within this Realme, yf any unnaturall or dis-loyall fact can be proved against me ether in harboringe, maintaininge or abbettinge ether prist or Jesuit, and forbidden by her highnes lawes. And in this serche at my howse (my self beinge in the Countrey) There was nothinge founde within my commande in all my howse, but suche things as my lewde and wretched butler had locked in a desk of his within that office, so farr from my knolledge (or my Salvation) as is heven from yerthe. And nothing, Right honorable, can torment me more, than that her Mati should think me so undutifull, in whose service I have bine imployd thes 21 yers, and never yet tutched with any blott of suche disorder, and not lickly I would bereve my self of that benefytt which hathe maintained my self, my wyfe and children thes many yeres. And in which spacec yf I have retayned my consciens at all, her Mati: hathe bine no looser by yt, nor my self, God knowith, any greate gainer." John Morris' Troubles of Our Catholic Forefathers (I, 141) reveals that there were priests at the Fortescue home at the time of the raid. John, his wife Ellen, and "two little girls, held to be the fairest in London," were confined, and fears were rife that John would lose his place in the Wardrobe. Ellen's own brother Henry Henslowe appears to have been the informant. Late in life John and Ellen retired to St. Omer. Their devotion to their faith carried over to the next generation: Katherine married Francis

closed wth boordes on two sides thereof by Anne Bacon widow" and on the third side was "inclosed wth an olde bricke wall," and was a parcel once "taken out of a great peece of voyde ground lately vsed for a garden." (11) The purchase included also "the soyle wherevpon the said Tenement standeth" and the "Brick wall & boordes wth doe inclose the said plott of ground." (12) The conveyance is to carry with it "free entrie, accesse, ingresse, egresse, and regresse [these are all the conventional

Bedingfield, and they gave eleven daughters to the faith. John and Ellen's son George was the author of Feriae Academicae (1630); and their daughter Elizabeth married Sir John Beaumont, brother of Francis Beaumont, the Elizabethan dramatist. E. K. Chambers (William Shakespeare, II, 168) prints the Latin letter (now at St. Cuthbert's College, Ushaw, Durham), which rather confirms John Fortescue's clandestine religious activities in Blackfriars.

William Blackwell—the records show no Henry Blackwell-was Town Clerk of London from about 1538 to his death in 1560; a cousin of Thomas Thirlby (†1570), who as Bishop of Ely was deprived and committed to Lambeth Palace, married Margaret Campion, a relative of the martyr; among their children were William and one Anne, who married a Thomas Bacon, formerly Sergeant of the Acatry to Queen Mary. Margaret Blackwell occupied the Blackfriars house after William's death in 1569; with her, just before his death in 1570, the Bishop of Ely was permitted to lodge; in 1584, the Countess of Northumberland lodged with her when the Earl of Northumberland was examined for treason; on November 26, 1586, she was resident of Blackfriars and she refused to furnish a light horse to the Sheriff of Sussex, claiming she was no recusant, and exhibited certificates of attendance at the church of St. Andrews, Wardrobe. She died about 1587 and left the Blackfriars premises to Anne Bacon, her daughter, for three years, when it was to be divided and the proceeds were to be shared by herself and her brother William.

Matthew (or Mathias) Bacon was the son of Anne Blackwell and Thomas Bacon. He sold the Blackfriars property to Henry Walker in 1604 for £100. Matthew Bacon was sued in the Court of Chancery in 1615 to surrender the deeds, writings, etc., relating to the title of the Blackfriars property, to William Shakespeare and others.

William Ireland was a haberdasher to whom on December 12, 1604, Henry Walker leased the Blackfriars property. Ireland did not occupy the premises at the time (possibly John Fortescue remained as subtenant), but was occupying it just before the time of Shakespeare's purchase, March 10, 1613. Ireland's lease appears to have been surrendered at just about that time. His "mark" is on a 1604 conveyance deed as a witness. The present Ireland yard in the Black-friars district retains the name of Ireland. Taking this William Ireland as a cue and holding that he was a descendant of this Ireland, young William Henry Ireland forged some of the most garbled Shakespeare documents ever foisted upon an unsuspecting public. Edmund Malone, however, was too familiar with Elizabethan handwriting and too well informed as to Shakespearean biographical facts to be misled, though a number of other contemporary Shakespearean scholars were.

[DOCUMENT 230]

[VENDEE'S COPY OF DEED OF PURCHASE WHEREBY SHAKE-SPEARE SECURED A BLACKFRIARS PROPERTY, 1613]

This Indenture made the Tenthe day of March, in the yeare of our Lord god according to the Computac[i]on of the Church of England one thowsand six hundred and twelve, and in the yeares of the reigne of our Sovereigne Lord Iames by the grace of god king of England, Scotland, ffraunce, and Ireland defender of the faithe &c that is to saie of England, ffraunce, and Ireland the tenth, and of Scotland the six and fortith; Betweene Henry Walker Citizein and Minstrell of London of th'one partie, And William Shakespeare of Stratford vpon Avon in the countie of Warwick gentleman, William Iohnson Citizein and Vintener of London, Iohn Jackson, and Iohn Hem[m]yng of London gentlemen of th'other partie. Witnesseth that the said Henry Walker (for and in considerac[i]on of the som[m]e of one hundred and fortie pound[es] of lawfull money of England to him in hande before th'ensealing hereof by the said William Shakespeare well and trulie paid, whereof, and wherewth hee the said Henry Walker doth acknowledge himselfe fullic satisfied and contented, and thereof, and of every part and parcell thereof doth cleerlie acquite and discharge the said William Shakespeare his heires, executo[ur]s, administrato[ur]s, and assignes, and every of them by theis p[rese]ntes) Hath bargayned & soulde and by theis p[rese]ntes doth fullie cleerlie, and absolutlie bargayne and sell vnto the said William Shakespeare, William Iohnson, Iohn Jackson, and Iohn Hem[m]yng their heires, and assignes forever, All that dwelling house or Tenement win th'appurten[au]nc[es] situate and being within the Precinct, Circuit and Compasse of the late black ffryers London, sometymes in the tenure of Iames Gardyner Esquio[ur], and since that in the tenure of Iohn ffortescue gent, and now or late being in the tenure or occupac[i]on of one William Ireland, or of his assignee or assignes, abutting vpon a streete leading downe to Pudle wharffe on the east part, right against the king[es] Maiesties Wardrobe; part of weh said Tenement is erected over a great gate leading to a Capitall Mesuage weh sometyme was in the tenure of William Blackwell Esquio[ur] deceased, and since that in the tenure or occupac[i]on of the right Hono[ur]able Henry, now Earle of Northumberland; And also all that plott of ground on the west side of the same Tenement, weh was lately inclosed wth boord[es] on two sides thereof by Anne Bacon widow soe farre and in such sorte as the same was inclosed by the said Anne Bacon, and not otherwise, and beinge on the third side inclosed wth an olde bricke wall; wch said plott of ground was sometyme parcell, and taken out of a great peece of voyde ground lately vsed for a garden; and also the soyle wherevpon the said Tenement standeth; and also the said Brick wall & boord[es] weh doe inclose the said plott of ground; wth free entrie, accesse, ingresse, egresse, and regresse in, by and through the said

greate gate and yarde therevnto the vsuall dore of the said Tenement; And also all and singuler Cello[ur]s, sollers, romes, light[es], easiament[es], profitt[es], Com[m]odities, and hereditament[es] whatsoever to the said dwelling house or Tenement belonging, or in any wise apperteyning; And the reversion and reversions whatsoever of all and singuler the premisses, and of every parcell thereof, And also all rent[es], and yearlie profitt[es] whatsoever reserved, and from hensforth to growe due and paiable vpon whatsoever lease, dimise, or graunt, leases, dimises, or graunt[es] made of the premisses, or of any parcell thereof; And also all th'estate, right, title, interest, propertie, vse, possession, clayme and demaund whatsoever which hee the said Henry Walker now hath, or of right may, might, should, or ought to have of, in, or to the premisses, or any parcell thereof; And also all and every the deedes, evidenc[es], Charters, escript[es], miniment[es], and writing[es] whatsoever wth hee the said Henry Walker now hath, or any other person or persons to his vse have, or hath, or wch hee may lawfullie come by wthout suite in the lawe, wch touch or concerne the premisses onlie, or onlie any part or parcell thereof; Togeither wth the true Copies of all such deed[es], evidenc[es] and writing[es] as concerne the premisses (amoung[es] other thing[es]) to bee written, and taken out at the onlie cost[es] and Charg[es] of the said William Shakespeare his heires, or assignes. Which said dwelling house or Tenement, and other the premisses above by theis p[rese]nt[es] menc[i]oned to bee bargayned and soulde the said Henry Walker late purchased and hadd to him, his heires, and assignes, forever of Mathie Bacon of Graies Inne in the Countie of Midd gentleman by Indenture bearing date the fifteenth day of October, in the yeare of our Lord god one thowsand six hundred and fower, and in the yeares of the reigne of our said Sovereigne Lord King Iames of his Realmes of England, ffraunce, and Ireland the seconde, and of Scotland the eight and thirtith. To have and to holde the said dwelling house or Tenement, shopps, Cellors, sollers, plott of ground, and all and singuler other the premisses above by theis p[rese]ntes menc[i]oned to bee bargayned and soulde and every part and parcell thereof wth th'appurten[au]nc[es], vnto the said William Shakespeare, William Iohnson, Iohn Iackson, and Iohn Hem[m]yng their heires and assignes forever; To th'onlie and proper vse and behoofe of the said William Shakespeare, William Johnson, Iohn Iackson, and Iohn Hem[m]yng their heires, and assignes forever. And the said Henry Walker for himselfe, his heires, executo[ur]s, administrat[ou]rs, and assignes, and for every of them Doth Coven[au]nte, promisse, and graunt to and wth the said William Shakespeare his heires, and assignes by theis p[rese]nt[es], in forme following that is to saie That hee the said Henry Walker his heires, executo[ur]s, administrato[ur]s, or assignes shall and will cleerlie acquite, exonerate, and discharge, or otherwise from tyme to tyme, and at all tymes hereafter well and sufficientlie save and keepe harmles the said William

legal words in such a situation] in, by and through" the "greate gate" which was the "vsuall dore of the said Tenement." (13) The deed is to surrender all "Cellours, sollers, romes, lightes, easiamentes, profittes, Commodities, and hereditamentes whatsoever" that belong to the property. (14) The conveyance was to include also any "reversion or reversions" of any sort that might revert to the property. (15) It was to include, likewise, "all rentes, and yearlie profittes" from any "lease, dimise, or graunt." (16) It was to include every right, title, interest, propertie, vse, possession, clayme and demaund" to or with the property which Henry Walker had or should have or ought to have. (17) The conveyance requires that "every the deedes, evidences, Charters, escriptes, minimentes, and writinges whatsoever" that he has concerning the property shall be surrendered by Henry Walker to William Shakespeare—even those which he may come by in the future. (18) These are to include any "true Copies of all such deedes, evidences, and writinges as concerne the premisses." (19) The premisses mentioned in this deed had been bought by Henry Walker from Matthew Bacon of Gray's Inn on October 15, 1604. (20) This dwelling house or tenement, with all "shopps, Cellors, sollers, plott of ground," mentioned in the deed was "bargayned and soulde" to "William Shakespeare, William Iohnson, Iohn Iackson, and Iohn Hemmyng their heires and assignes forever."

Then Henry Walker for himself and for his heirs, executors, and administrators covenanted with William Shakespeare (note that the other three men are not included in the covenant) and with his heirs, executors, and administrators as follows: (a) Walker shall and will "acquite, exonerate, and discharge," and at all times "save and keepe harmles" William Shakespeare concerning the "bargayne and sale" of the premises and from all manner of "former bargaynes, sales, guiftes, . . . dowers, intailes, . . . titles, and incumbraunces" that he had made "Except the rentes and services to the cheefe Lord or Lordes

party and the other three men (Johnson, Jackson, Heminges) as a group were the other party, and the whole was being held in trust by these three men for

this legal arrangement with these three men. The men, except John Heminges of Shakespeare's own dramatic company (there is no other John Heminges to be

righte, title, or interest in or to the premisses or any parcell thereof by, from or vnder the said Henry Walker shall and will from tyme to tyme and at all tymes from hensforth for and during the space of three yeares now next ensuing, at or upon the reasonable request, and cost[es], and charg[es] in the lawe of the said William Shakespeare his heires, and assignes, doe make, knowledge, and suffer to bee donne, made and knowledged all and every such further, lawfull, and reasonable acte and act[es], thing and thing[es], devise and devises in the lawe whatsoever for the conveying of the premisses, Bee yt by deed or deed[es], inrolled or not inrolled, inrolment of theis p[rese]nt[es], fyne, scoffament, recoverye, release, confirmac[i]on, or otherwise wth warrantie of the said Henry Walker and his heires against him the said Henry Walker, and his heires onlie, or otherwise wthout warrantie, or by all, any or as many of the wayes, meanes, and devises aforesaid, As by the said William Shakespeare his heires or assignes, or his, or their Councell learned in the lawe shalbee reasonablic devised or advised: ffor the further, better, and more perfect assurance, suertie, sucrmaking, and conveying of all and singular the premisses, and every parcell thereof wth th'appurten[au]nc[es] vnto the said William Shakespeare his heires, and assignes forever to th'use and in forme aforesaid. And further that all and every fyne and fynes to bee levyed, recoveryes to bee suffered, estat[es], and assuranc[es] at any tyme or tymes hereafter to bee had, made, executed or passed by or betweene the said parties of the premisses, or of any parcell thereof shalbee, and shalbee esteemed, adjudged, deemed and taken to bee to th'onlie and proper vse and behoofe of the said William Shakespeare, his heires, and assignes forever, and to none other vse, intent, or purpose. In witnesse whereof the said parties to theis Indentures Interchaungablie have sett their seales. Ycoven the day and yeares first above written.

Henry Walker [signed on the scal-tab]

[Endorsed]:

Sealed and deliu[er]ed in the p[rese]nce of

Will: Atkinson Robert Andrewes Scr

Edw: Ouery

Henry Lawrence Servant to the same Scr

the benefit of William Shakespeare. William Shakespeare was himself the actual and sole owner.

There is not a scintilla of evidence why William Shakespeare entered into

identified at the time), are virtually unknown. Since they are trustees in trust for Shakespeare, it is reasonably certain that he must himself have had some voice in selecting them. One wonders why Burbage and Condell were not of the three. Just what the dramatist's objective was in making such an arrangement for this Blackfriars property is difficult even to surmise. The lengthy and repetitious document, obviously makes for certainty of the title and rights to the property, and it had the approval of the Court of Chancery. Moreover, Shakespeare was himself present to sign this deed and the very next day was present to sign the mortgage deed which was executed on the property. So far as is known, this is the only purchase of property that the dramatist made on which, at the time of purchase and as a part method of payment, he executed a mortgage. The sale price was £140 (about \$5,600) and the mortgage was £60 (about \$2,400).

The idea advanced by one or two that the dramatist secured this property in order to build himself a London home deserves some consideration by virtue of the fact that at this time he may have been again active in London with the King's Men; but it is offset by the fact that he was now aging and that all the documentary evidence shows a partiality for a permanent family home in Stratford-upon-Avon. Meanwhile James I was doing all he could to check the migration of country folk to London (see Privy Council Registers).

The further suggestion that Shakespeare secured this site (not far from the Blackfriars theater of that day) in order to provide a place for the new Globe Theatre, which had burned, is eliminated by the fact that, whereas this purchase took place on March 10, 1613, the Globe burned on the following June 29.

Even if these suggestions were tenable, why the trustees in trust? Adams (Life, p. 431) says the purchase was made "merely for speculation." Walker had paid £100 for the property in 1604; and a price of £140 in 1613 was a handsome advance. But this does not explain the trusteeship; Shakespeare could easily have speculated alone. In this same Blackfriars vicinity the Burbages had purchased private properties in 1601, 1610, and 1614 (see Blackfriars Records

in the Malone Society Collections, Vol.

II, Part I, pp. 70 ff.).

Sidney Lee's (*Life*, 1915, p. 486) comment-first speaking of Shakespeare's reducing his widow's dower in his will, "but Shakespeare had taken steps to prevent her from benefiting, at any rate to the full extent, by that instrument. He had barred her dower in the case of his latest purchase of freehold estate, viz. the house at Blackfriars"—must not be taken as he intended. It is a legal fact that a wife was barred from dower right, an entirely misunderstood phrase in early common-law rights (see the discussion in connection with Shakespeare's will, chapter xcvi, below), in any joint tenancy or in any tenancy in common. It was not because of these but rather because it was always a precept in English common law that a wife could have no dower right in any lands of which her husband was not solely possessed. "It was largely for this reason," says Holdsworth (Historical Introduction to Land Law, 1927, p. 88), "that equity (contrary to the rule of following the law) refused to admit a right of dower out of equitable estates." In the case of the Blackfriars property, the trusteeship and the joint tenancy legally precluded Shakespeare's wife's having any dower right in it. But, though it cannot be proved or disproved, that was probably not the motive which impelled the dramatist to such legal action.

If William Shakespeare's legal activities, as far as they are manifest, reveal anything, they demonstrate that the dramatist's objective was to establish the Shakespeare family in the male line of the landed gentry. Dower to a wife was not the important consideration under such circumstances, but rather an oldest son, or an oldest grandson, who would inherit the family estate and who would assume the burden of carrying on the family. It was doubtless some business or legal consideration, not personal animus against his wife, that prompted William Shakespeare to create a trusteeship in connection with the Blackfriars property.

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XC

THE MORTGAGING OF THE BLACKFRIARS PROPERTY, 1613

N March 11, 1613, William Shakespeare with William Johnson, John Jackson, and John Heminges executed a mortgage deed on the Blackfriars property in London. This mortgage deed is Egerton MS 1787 in the British Museum. The manuscript is one parchment sheet approximately 18¾ by 12 inches. It has at the left a margin of two inches, no margin at the right, at the top (indented) a margin of about

one inch, and at the bottom (folded for the seal tabs) a margin of one inch. Though in good, even excellent, preservation, the document shows evidence of use and wear. There are two equidistant perpendicular folds and three equidistant transverse folds. The document is written in the beautiful professional Gothic script of the day, though it is not quite so carefully written as the purchase deed dated the day before. The same scribe wrote both the mortgage

deed and the purchase deed. The entire deed, as was customary, is written as one large paragraph, though large capital script letters within the document serve the purpose of breaking it up into a number of units.

This mortgage deed for the Black-friars property was discovered, in 1768, by Mr. Albany Wallis, a solicitor from London, among the title deeds in the possession of the Rev. Utrick Fetherstonhaugh, who, during a period of

forty-two years, was the rector at Oxted, Surrey. That gentleman presented the document to David Garrick, in whose possession it was when that great actor died in 1779. The widow of Garrick mortgage deed to George Steevens, the Shakespearean scholar. Later it fell into Albany Wallis' own hands again, in his capacity as one of Garrick's executors. In 1790 Steevens published a purported

[DOCUMENT 231]

[DEED BY WHICH WILLIAM SHAKESPEARE MORTGAGED THE BLACKFRIARS PROPERTY TO HENRY WALKER, 1613]

This Indenture made the Eleaventh day of March, in the yeares of the reigne of our Sovereigne Lord James by the grace of god king of England, Scotland, ffraunce and Ireland Defender of the faith &c (that is to saie) of England ffraunce, and Ireland the tenth, and of Scotland the six and fortith; Betweene William Shakespeare of Stratford vpon Avon in the Countie of Warwick gentleman, William Johnson Citizein and Vintener of London, John Jackson and John Hem[m]yng of London gentlemen of th'one p[ar]tie, And Henry Walker Citizein and Minstrell of London of th'other partie. Witnesseth that the said William Shakespeare William Johnson, John Jackson, and John Hem[m]yng Have dimised, graunted and to ferme letten and by theis p[rese]nt[es] doe dimise, graunt, and to ferme lett vnto the said Henry Walker, All that dwelling house or Tenement with th'appurten[au]nc[es] situate and being within the Precinct, Circuit and Compasse of the late black ffryers London, sometymes in the tenure of James Gardyner Esquio[u]r, and since that in the tenure of John ffortescue gent, and now or late being in the tenure or occupac[i]on of one William Ireland or of his assignee or assignes; abutting vpon a streete leading downe to Puddle wharffe on the east part, right against the kinges Matles Wardrobe, p[ar]t of wh said Tenement is erected over a greate gate leading to a Capitall mesuage w^{ch} sometyme was in the tenure of William Blackwell Esquio[u]r deceased, and since that in the tenure or occupac[i]on of the Right Hono[ur]able Henry now Earle of Northumberland And also all that plott of ground on the west side of the same Tenement, wen was lately inclosed with boord[es] on two sides thereof by Anne Bacon widow soe farre, and in such sorte as the same was inclosed by the said Anne Bacon, and not otherwise, and being on the third side inclosed wth an olde brick wall; Which said plott of ground was sometyme parcell and taken out of a great voyde peece of ground lately vsed for a garden; and also the soyle wherevppon the said Tenement

told Lord Oxford, who solicitously inquired about it, that she was unable to find it, "it having by some means or other been mislaid or stolen from her." The Athenaeum (June 19, 1858, p. 783) asserted that Mrs. Garrick had lent the

traced facsimile of the Shakespeare signature to this legal instrument in his edition of Shakespeare. The engraver, in making the flourish over the final e [\bar{e}], converted the letter into an open Italian a. As a consequence, William

Henry Ireland, who had amazingly little critical knowledge of Elizabethan paleography, thereafter spelled the poet's name with an *a* in the last syllable.

William Henry Ireland, it may be noted here, forged a larger number of spurious Shakespeare documents than have all the other forgers of such documents combined. Those of John Payne Collier and of John Jordan are next to those of Ireland in number.

Halliwell-Phillipps secured this document from a Mr. Troward, whose uncle's father had been "in partnership as a solicitor with Mr. Wallis and succeeded to his business." On June 18, 1858, at Halliwell-Phillipps' sale at Sotheby and Wilkinson's auction rooms in London, the British Museum purchased the deed for £315. The Athenaeum (June 19, 1858, p. 788) records the provenance of the document. A letter of October 26, 1928, from the late J. P. Gibson of the British Museum to the present editor reads: "A note by the then keeper of this Department in a cop; of the sale-catalogue [June 18, 1858] preserved here states that the vendor was 'Mr [Rev. Peter] P. M. Filleul'."

Transcripts, in full or in part and of varying degrees of accuracy, are in Malone's Variorum (1821, II, 591-95), in Halliwell-Phillipps' Life of William Shakespeare (pp. 252-53), and his Outlines (II, 34-36), in Lambert's Shakespeare Documents (pp. 77-78), in Tucker Brooke's Shakespeare of Stratford (p. 73), and in E. K. Chambers' William Shakespeare (II, 157-59). H. Staunton's Memories of Shakespeare (1864) prints a facsimile of the mortgage.

The facsimile here reproduced is from a full-size photograph of the original document specially executed by the British Museum, whose officials kindly consented to this reproduction. The transcript here given as Document 231 is a literal one made from the original and from a full-size photograph thereof. The words are spelled out in full, with the necessary additional letters enclosed in brackets.

This mortgage deed is an excellent example of this sort of legal document.

William Shakespeare had purchased the Blackfriars property for £140 from Henry Walker, but for some unknown reason did not pay all the purchase price. He paid £80 of the whole and, as a guaranty for the remainder, executed a mortgage deed in favor of Henry Walker for the amount. A mortgage deed, like a bond, was legally very exacting: no matter how small the sum of money (for which the mortgage was given) in comparison with how large the value of the property (on which the mortgage was given as security), if the sum of money were not paid by the day the mortgage fell due, the entire property instantly became the sole property of the person in whose favor the mortgage had been executed. A mortgage deed was an actual sale and a bona fide transfer of a property from one party to another-with the proviso that if a certain sum of money (the sum of the mortgage) remained unpaid by a given date the transfer became "null and void and of none effect." The Blackfriars mortgage deed thus had the effect of conveying the property immediately back into the possession of Henry Walker from whom Shakespeare had bought it but a moment before. And so long as the mortgage was in legal operation, the legal ownership of that property was in the possession of the one in whose favor the mortgage was drawn.

Brief analysis of the Blackfriars mortgage deed is illuminating: (1) it is dated, in the conventional manner of so many years in a sovereign's reign, March 11, 1613. The purchase deed was dated "March 10." (2) William Shakespeare of Stratford, William Johnson, John Jackson, and John Heminges are the vendors and Henry Walker is the vendee, just the reverse of that in the purchase deed. (3) The vendors "Have dimised, graunted and to ferme letten" (this is the conventional legal phrasing of a mortgage or of a lease). (4) The property transferred is the Blackfriars property purchased by Shakespeare from Walker only the day before—and the legal description of the property (including its boundaries and its previous owners) is virtually the same as in the purchase deed. (5) All the legal rights to "free entrie, accesse, ingresse, egresse, and regresse," of the purchase deed are repeated verbatim. (6) The conveyance and transfer of the property is to Henry

associates (the trustees in trust) a yearly rental of "a pepper Corne" at the "feast of Easter yearlie, yf the same bee lawfullie demaunded." Note that the rent is but a legal fiction. A peppercorn was

standeth; and also the said Brick wall and boord[es] weh doe inclose the said plott of ground; wth free entric, accesse, ingresse, egresse, and regresse in, by, and through the said great gate and yarde there vnto the vsuall dore of the said Tenement; And also all and singuler Cello[ur]s, sollers, romes, light[cs], casiament[cs], profitt[cs], Commodities, and appurten[au]nc[es] whatsoever to the said dwelling house or Tenement belonging, or in any wise apperteyning. To have and to holde the said dwelling house or Tenement, Cellers, sollers, romes, plott of ground, and all and singuler other the premisses above by theis p[rese]nt[es] menc[i]oned to bee dimised, and every part and parcell thereof wth th'appurten[au]nc[es], vnto the said Henrye Walker his executo[ur]s, administrato[ur]s, and assignes from the feast of th'annunciac[i]on of the blessed Virgin Marye next com-[m]ing after the date hereof, vnto th'ende and terme of One hundred yeares from thence next ensuing, and fullie to bee Compleat and ended, wthout ympeachment of or for any manner of waste. Yeelding and paying therefore yearlie during the said terme vnto the said William Shakespeare, William Johnson, John Jackson, and John Hem[m]yng their heires and assignes a pepper Corne, at the feast of Easter yearlie, yf the same bee lawfullie demaunded, and noe more. Prouided alwayes, that if the said William Shakespeare his heires, executo[ur]s, administrato[ur]s, or assignes, or any of them doe well and trulie paie or cause to bee paid to the said Henry Walker his executo[ur]s, administrato[ur]s, or assignes the som[m]e of threescore pound[es] of lawfull money of England, in and vpon the nyne & twentith day of September next com[m]ing after the date hereof at or in the nowe dwelling house of the said Henry Walker situate and being in the parish of Saint Martyn neere Ludgate of London, at one entier payment wthout delaie; That then and from thensforth this p[rese]nte lease, dimise, and graunt and all and every matter and thing herein conteyned (other then this provisoe) shall Cease, determyne, and bee utterlie voyde, frustrate, and of none effect, As though the same had never beene had ne made; Theis p[rese]nt[es], or any thing therein Conteyned to the Contrary thereof in any wise notwthstanding. And the said William Shakespeare for himselfe his heires, executo[ur]s and

Walker "from the feast of th'annunciacion of the blessed Virgin Marye next comming after the date hereof" for a term of one hundred years. (7) During these one hundred years, Henry Walker will pay William Shakespeare and his

a conventional equivalent of nothing. (8) It is provided that if William Shake-speare (the trustees in trust are not included), his heirs, etc., shall pay to Henry Walker his heirs, etc., the sum of £60 (about \$2,400), by September

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ne sens sandillan aspale her set of De lat forde spon dum in 199 to state due dience marter gillison ware but de granufet and ful foir tatt fon and toin diener of Bardynos flanio and line stat in the kinest of definition telenis west and some spon a firek loading Downe to Bucker what for on the calf part suff aga Inolume wift fourstinus wadni fit to move of the illiam solart well Efficie And acforall that plott of grounds on 112' and from of the famo Comment will will ad fit fant was milofet by fit faid A ins Barned and not of simile and is in faton out of a great poote poote of ground laids while for a care in stance fis metole fo laco plat of ground by frot entire nevelle most le cavelle de Convenent; And alfo all and findular approved folliged, round lingty, saliams ant, wife appesettenniq. and all and fingular offer the promit for along by ford and in Malfor sis extento & admidfrato & , and af jegned from the full afe torno of Ono landred podred fromtrous novel sufming and fuere to and paring hout ford nonzlie Surun fid face bruns pura tie face ste a poppor some al Ge fast of Enflert vogetie, of Ge fame ber lawy well fil four of fireferre pombr of lawfeel kioner of Lugland, in and mon f Swellung Soufe of is fait franke suparter fetnate and boung in fis partit of no fromtipul forty sois quite soule timife and grand and and every and bonde frustrate am of note effect de significa fame la nouser toins Be fait Mourain Spatificare be impley to Ho counte & douiste ato's mer affines and arguite evaluate and silejungs on from tope to truce and of all types soudufter woll affequed and obter of your and fix fact promitted by fore self

29 next after the date (March 11) of the mortgage deed, at his dwelling house in St. Martin's near Ludgate, London, "at one entier payment whout delaie," (9) then "this presente lease, harmles" Henry Walker from all "former & other bargaynes, sales, guiftes, grauntes, leases," relative to this Blackfriars property, "Except the rentes and services to the Cheese Lord or

administrato[ur]s, and for every of them doth Coven[au]nt, promisse, and graunt to and wth the said Henry Walker his executo [ur]s, administrato[ur]s, and assignes and every of them by theis p[rese]ntes; That hee the said William Shakespeare his heires, executo[ur]s, administrato[ur]s, or assignes shall and will electlic acquite, exonerate, and discharge, or from tyme to tyme, and at all tymes hereafter well and sufficientlic save and keepe harmles the said Henry Walker his executo[ur]s, administrato[ur]s, and assignes, and every of them, and the said premisses by theis p[rese]nt[es] dimised, and every parcell thereof with th'appurten[au]nc[es] of and from all and almann[cr] of former & other bargaynes, sales, guiftes, graunt[es], leases, Joyntures, dowers, intailes, statut[cs], recognizaunc[cs], Judgment[cs], execuc[i]ons, and of and from all & every other charg[es], titles, trobles, and incumbraunc[es] whatsoever by the said William Shakespeare, William Johnson, John Jackson, and John Hem[m]yng, or any of them, or by their or any of their meanes had, made, committed, or donne before th'ensealing and delivery of theis p[rese]nt[es], or hereafter before the said nyne and twentith day of September next comming after the date hereof to bee had, made, committed, or donne; Except the rent[es] and servic[es] to the Cheefe Lord or Lord[es] of the fee or fees of the p[re]misses for or in respect of his or their seigniorie or seigniories onlie to bee due & donne. In witnesse whereof the said p[ar]ties to theis Indentures Interchaungablie have sett their scales; Yeoven the day and yeares first above written. 1612.

> W^m Shakspë W^m Johnson Jo: Jackson

[Endorsed]:

Scaled and deliu[er]ed by the said William Shakespeare William Johnson and John Jackson in the presence of

Will: Atkinson
Ed: Ouery
Robert Andrewe Scr
Henry Lawrence, servant to the same Scr

dimise, and graunt" shall cease and "bee utterlie voyde, frustrate, and of none effect," even "As though the same had never beene had ne made." (10) William Shakespeare covenants with Henry Walker that he will "save and keepe Lordes of the fee or fees of the premisses."

Then the mortgage deed is sealed and delivered in the presence of witnesses. The endorsement does not say "signed": "In witnesse whereof the said parties to

theis Indentures Interchaungablie have sett their seales." Yet it is signed by "Wm Shakspē, Wm Johnson, and Jo: Jackson," but not by John Heminges. These three men were a part of the legal procedure because they were trustees in trust in joint tenure in the purchase deed of the same property the day before. The very same persons who witnessed the scaling and delivery of the purchase deed the day before were the witnesses to the sealing and delivery of the mortgage deed. The document is endorsed: "Sealed and deliuered by the said William Shakespeare William Johnson and John Jackson in the presence of Will: Atkinson Ed: Ouery Robert Andrewes Scr Henry Lawrence, servant to the same Scr." Again Henry Lawrence's seal ("HL") was used on two of the seals, those of William Shakespeare and William Johnson. A different seal is used for John Jackson; and on Heminges' seal-tab there is wax but no sealimprint. The date 1612 (1613, new style) is written at the very close of the mortgage deed.

Dr. Samuel A. Tannenbaum has an excellent discussion of Shakespeare's signature to this mortgage deed in his *Problems in Shakspere's Penmanship*, chapter iv; and excellent facsimiles of both the purchase deed and the mortgage deed signatures are in Lee (*Life*, 1915, pp. 456, 458) and in Lambert (*Shakespeare Documents*, p. 76).

The subsequent history of this mortgage, so far as its actual payment is concerned, is not clearly determined. Some scholars have said it was not paid by the following September 29, and some have declared it was never paid at all! Sidney Lee (Life, p. 457) confidently asserts: "The money was unpaid at Shakespeare's death three years later." Halliwell-Phillipps opines (Outlines, Vol. II, note 245): "In mortgages of this period it was usual to name a precise date for repayment, unaccompanied by provisions respecting the interest on, or the continuation of, the loan. It does not, therefore, follow that, in this case, Shakespeare complied with the strict terms of the arrangement, which were to the effect that the debt should be

liquidated at the following Michaelmas. It is at all events clear, from the declaration of the trust in 1618, that the legal estate was vested in the trustees when Shakespeare granted the lease to Robinson, and, in all probability, the mortgage was paid off by the Halls shortly before they executed the deed of release to the latter." If it never was paid, then the property would legally, automatically, and instantly-unless Walker generously did not exercise his right to legal possession—again become the possession of Henry Walker. Yet Shakespeare's will (March 25, 1616) very definitely bequeathed it to Susanna Hall, his daughter. It thus became a part of the estate entail of the Shakespeare family. The deed of conveyance by the trustees in trust, William Johnson, John Jackson, and John Heminges, to Greene and Morris as trustees in trust "to the use and behoof" of Susanna Hall, February 10, 1618, certainly does not indicate that this property was the possession of Henry Walker. The very short period of the mortgage deed—only from March 11 until the following September 29, a little over six months—suggests that William Shakespeare expected to have the remaining £60 at a very early date. It seems reasonable to conclude that Shakespeare paid the £60 by the following September 29, for Walker, so far as documentary evidence goes, did not again possess the premises. If he merely waited generously for the dramatist to pay, no documentary evidence, in all likelihood, would ever have existed.

But rather soon after the purchase of the property on March 10, 1613, the several owners (including William Shakespeare) on April 26, 1615, brought action in the Court of Chancery to recover from one Matthew Bacon the deeds, writings, etc., which gave title to those several premises. Certainly at that time William Shakespeare was the actual legal owner of his "parcel," else he could not have become one of the legal complainants.

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XCI

THE PAYMENT TO SHAKESPEARE FOR AN IMPRESA BY THE EARL OF RUTLAND, 1613

HE manuscript household accounts of the Earl of Rutland at Belvoir Castle, for March 31, 1613, contain the entry of a payment to William Shakespeare and Richard Burbage for preparing an impresa. Rutland MS iv, 494, was discovered in 1907, by the Historical Manuscript Commission, which announced the existence of the document in its official report on the manuscripts at Belvoir Castle, the seat, in 1613, of Francis Manners, the sixth Earl of Rutland. The entry, here given as Document 232, is in one of the large number of the manuscript household accounts kept for the earl by his steward, Thomas Scriver. It should be noted that "Mr"

is the recognition prefixed to the name William Shakespeare.

The young and wealthy Francis Manners, patron of actors and playwrights, succeeded, in 1612, to the title of the Earl of Rutland. March 24, 1613, was Accession Day of King James I. The young Earl was invited to participate in a great tournament in celebration of the day. The heydey of knighthood was, of course, long since past; but on an occasion like this it was the order of the day that each knight should appear in the lists in splendid habiliments. The important feature of a knight's accouterment, especially designed and prepared, was an "impresa"-some symbolic design painted on a shield, with

a motto beneath. Ordinarily the motto, in Latin or in Italian, was intended to explain the design. Sometimes, as in mottoes in connection with coats of arms, the wording was cryptic or even punning in its allusion to the gallant mounted knight who was bearing the shield. The spectators, observing the impresa, vied with each other in interpreting the meanings of the impresa. Long after the event, in courtly circles the happiest and most ingenious conceptions and interpretations were talked of and applauded.

Contending knights in preparation for such an event enlisted the services of the best poets and the most skillful painters. William Shakespeare was one of the foremost poets of the age, and Richard Burbage was a painter of more than common note. The youthful Earl of Rutland engaged these two mature and skilled men to prepare his impresa for the King's Accession Day observed on March 24, 1613. The payment for the impresa was made the following March 31.

Rutland was a man of literary tastes and a close friend of the Earl of Southampton, who could recommend William Shakespeare as a poet. Both Shakespeare and Burbage were conspicuous in their respective callings.

One account, at least, of this tournament has come down to the present through Sir Henry Wotton, who was

exceeding white pearl, and the words Solo candore valeo. The other a sun casting a glance on the side of a pillar, and the beams reflecting, with this motto, Splendente refulget. In which devices there seemed an agreement; the elder brother to allude to his own nature, and the other to his fortune." Sir Henry made no mention of the Earl of Rutland's impresa. Notwithstanding the Earl must have been satisfied, for on March 25, 1616, Richard Burbage was paid again (Rutland MSS, iv, 508) "for my Lordes shelde and for the embleance 4!: 181," or nearly \$200.

[DOCUMENT 232]

[RECORD IN THE HOUSEHOLD ACCOUNT OF THE EARL OF RUTLAND OF A PAYMENT TO SHAKESPEARE AND BURBAGE, 1613]

[1613]

Item 31 Martij to M^r Shakespeare in gold about my Lorde's impreso xliiij^s to Richard Burbage for paynting and making yt in gold xliiij^s iiij^{lj} viij^s

No record of the Shakespeare-Burbage product has come to light, but the household account entry for Belvoir Castle shows that each received "xliiijs" for his labor, approximately \$90 in modern values. Many of these impresa were beautiful, and a great deal of care and skill was devoted to their design and execution. John Manningham's diary (pp. 3-5) emphasizes their artistic beauty. That the entry concerns William Shakespeare and not a John Shakespeare, the royal bitmaker (see Stopes's Shakespeare's Environment, p. 229), is evidenced by his association in this instance with his fellow in the theater, Richard Burbage. Moreover, an interested witness of the spectacle. L. P. Smith's Life and Letters of Sir Henry Wotton (II, 17) cites Wotton's letter to his friend Sir Edmund Bacon: ".... Some caparisons seen before adventured to appear again.... So frugal are the times, or so indigent. The two Riches only made a speech to the King; the rest were content with bare imprese, whereof some were so dark, that their meaning is not yet understood. . . . The two best, to my fancy, were those of the two Earls brothers Solution for the state of the s bert, the Earls of Pembroke and Montgomery, to whom the First Folio of 1623 was dedicated]: the first a small,

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XCII

SUSANNA HALL'S SUIT AGAINST JOHN LANE, 1613

N July 15, 1613, in the Consistory Court of the dioccse of Worcester, Susanna Shakespeare - Hall brought suit for slander against John Lane, who was excommunicated on July 27. The manuscript Latin entry for this suit, which opened at Worcester on July 15, 1613, and closed with the excommunication of John Lane on July 27, is in the Register of the Consistory Court of the diocese of Worcester. The sentence

of excommunication of Lane is in Act Book No. 9. The entries, seemingly all in the same hand, are part in Latin and part in English. A facsimile is in Halliwell-Phillipps' Outlines (I, 242). In the transcript here given as Document 233, the original abbreviated words are spelled out in full, with the added necessary words enclosed in brackets.

It is obvious that this entry—or rather these entries—are little more than brief, formal notes perhaps hastily set down by the recording clerk. It is clear, as has been pointed out in several critical works, that Sidney Lee's transcript (Life, p. 462 n.) is inaccurate: he transscribed "and had bin naught with Rafe Smith and John Palmer," whereas the actual reading is "& had bin naught with Rafe Smith at John Palmer." Apparently, the abbeviated notes at the left are for "Receptus" (Rs) or "Received" and "excommunicatio" (exco). What the terms "xr," and "xm," etc., mean, the present editor does not know.

A topical summary may clarify the details of the court entry: (1) Susanna Hall, wife of John Hall, physician, of Stratford-upon-Avon, was the complainant. (2) John Lane, junior, of the same town was the defendant. (3) The suit was for-"causa diffamationis," slander. (4) The slanderous statement—note that it was entered in English—by Lane was that Susanna Hall "about 5 weekes past [about June 10] had the runninge of the raynes & had bin naught with Rafe Smith at John Palmer." (5) Robert Whatcott testified to the good character of Susanna. (6) John Lane was excommunicated. (7) In the left margin appears "Rs [Received] 2 o rrd," perhaps the costs of the court action. There is nothing in the phrasing to suggest a fine or to indicate damages. The sum was scarcely large enough (about \$80 in modern values) for either fine or damages in a suit for malicious slander. From the paucity of information in the few formal notes entered, it appears that John Lane did not appear before the Consistory Court to face the charge. This would suggest complete vindication of the character of Susanna Hall, who had married John Hall in 1607 and who at the time of the slander was the mother of five-year-old Elizabeth Hall.

Of John Lane, who uttered the slanderous statement, the following may be of interest: (1) John (youngest),

Margaret, and Nicholas Lane were the children of well-to-do John Lane (born 1562) and Francis Nash, daughter of Sir John Huband's agent, Master Thomas Nash (of Old Stratford, High Bailiff). (2) He had been born in 1590 and hence was twenty-three years old in 1613 when he slandered Susanna. (3) His sister Margaret had married in 1609 John Greene of Clement's Inn, a brother of Thomas Greene, town clerk ler of wines not of ale) in High Street. Alderman John Smith was a son of Master William Smith of Henley Street —hence probably the poet's godfather. Ralph was a nephew of Hamnet Sadler, who was William Shakespeare's friend.

John Palmer appears to have been a son of Richard Palmer, esquire, of Compton. He had married a daughter of Alderman William Smith of High Street. The Palmers were a very ancient

[DOCUMENT 233]

[COURT ENTRY OF SUIT BROUGHT AGAINST JOHN LANE BY SUSANNA SHAKESPEARE-HALL, 1613]

Rs 2-0 Susanna Hall vx[or] Joh[ann]is Hall

11^d de Stratford sup[er] Avonam

Joh[ann]em Lane J[u]n[io]^r de eadem

c[aus]a diff [amationis]

about 5

weekes past
the def [endan]t
reported

that the pl[ainan] had the runninge of the raynes & had bin naught w[i] Rafe Smith

exco[mmunicatio]

at John Palm[er] Rob[er]tus whatcott

fecit fidem x et Constituit Smithe in p[ro]cure x^m qui exhibuit x^r non Comp[ar]uit p[ar]s Rea vnde exco[mmunicatio]. x^r R[eceptus] 2 –

of Stratford; it is for this reason that some scholars have stated that John Lane was a second cousin of Susanna. (4) The Lanes were a conspicuous and wealthy family of the gentry of Alveston near Bridgetown. (5) Young Lane was a first cousin (see Chambers, William Shakespeare, II, 10) of Thomas Nash (1593-1647), who married Elizabeth Hall on April 22, 1626. (6) His grandfather was the prosperous yeoman and money-lender, old Nicholas Lane (son of Richard Lane), who lived in the Alveston Manor House; Nicholas Lane was the one who had sued John Shakespeare as responsible for a loan to Henry Shakespeare, John's brother. See Fripp's Shakespeare's Stratford (1928, pp. 30-31) for additional information on Master Nicholas Lane.

Ralph Smith, who was thirty-six at the time of the suit, was a haberdasher of Stratford. He was a son of the late Alderman John Smith, a vintner (a selfamily. The Palmers of Aston Cantlow were friends of the Arden family.

Robert Whatcott, character witness for Susanna Hall, was a witness of William Shakespeare's will in 1616. In 2 James I, 1605, he entered suit for damages against Robert Siche for the loss of six sheep which the latter's dogs had worried. Probably he was a farmer. No Whatcott appears in the Stratford Parish Register, and it is not known whether or not he lived within the borough. His having been a character witness for Susanna and his having witnessed the poet's will indicates a degree of friendship with the Shakespeares.

It should be observed that in the early days of England the lay and ecclesiastical courts were fused. In 1085 William I entirely separated the one from the other, thus definitely establishing ecclesiastical or consistory courts. The Latin ordinance effecting the division is

printed in William Easterby's The History of the Law of Tithes in England (1888, pp. 62-63). This law deprived the Bishop of a great deal of power. A matter of slander involved a moral consideration and hence belonged to the jurisdiction of the Church. Susanna's suit for slander was therefore prosecuted in the Consistory Court of her diocese. Excommunication, a serious matter even as late as 1613, was the

conventional punishment meted out to the guilty slanderer.

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XCIII

THE AGREEMENT CONCERNING THE WELCOMBE ENCLOSURE BETWEEN WILLIAM SHAKESPEARE AND WILLIAM REPLINGHAM, 1614

Shakespeare and Thomas Greene entered into an agreement with William Replingham whereby it was covenanted that William Shakespeare and Thomas Greene would not suffer any decrease in the income from their tithes by reason of enclosures' then in contemplation. This agreement is a record in a contemporary copy of the legal document among the Wheler MSS (i, 64) in the Birthplace Museum. A fairly good facsimile is in Halliwell-Phillipps' Outlines (II, 38).

This document, in the light of other similar agreements of the period, reads as if it had been conceived suddenly and written hastily. The word "and" is omitted in the second sentence; and the word "increasing," as referring to the income from tithes, was written when obviously "decreasing" was intended. Moreover, Thomas Greene's name appears to have been included as if on second thought. Conventionally, too, such a simple statement was not sealed. The present manuscript of the document appears to be not the

actual original but a contemporary transcript of the original. It is endorsed: "Coppy of the articles wth mr Shakspeare." It is written in old English script, but not the professional scrivener type. The manuscript is actually in three paragraphs: (1) the date, in Latin; (2) the identification of the covenanting parties; and (3) the agreement proper. The phrasing of this agreement suggests that it was but preliminary to a bond; but no bond applying to this situation has come to light. The actual phrasing is, "the said william Replingham and his heirs shall procure such sufficient securitie vnto the said william Shackespeare and his heires for the performance of theis Covcnauntes as shalbee Devised by learned Counsell."

Legally, an agreement was the concurrence and reciprocal understanding of two or more parties as to anything done or to be done. As already indicated, an agreement, ordinarily, was not sealed; if so, it became a legal deed. But at the close of this document is the phrase, "In witnes whereof the parties abousaid to theis presentes Interchangeablie their handes and Seales haue put." This indicates that the instrument was

put into immediate legal operation. From entries in Greene's Diary (see chapter xeiv below) concerning the Welcombe enclosure, one concludes that, so far as the poet was concerned, this agreement provided Shakespeare with effective safeguards.

Other transcripts of the agreement, here Document 234, are in J. O. Halliwell-Phillipps' Outlines (II, 36), Lambert's Shakespeare Documents (1904, pp. 79-80), Tucker Brooke's Shakespeare of Stratford (1923, pp. 75-76), and E. K. Chambers' William Shakespeare (1930, II, 141-42).

Thomas Greene was to come into possession of the reversionary interest in the Stratford Tithes (the Combe moiety) in 1617; Shakespeare had purchased his moiety from Ralph Huband, in 1605, for £440. Shakespeare's tithes had already given him trouble: in 1611, Richard Lane, Thomas Greene, and William Shakespeare had entered a bill of complaint in the Court of Chancery against Lord Carew and others (see chapter lxxxiv) to prorate the rental each tenant was to pay. In 1614 when a movement was inaugurated—seemingly by William Replingham and Arthur Mainwaring, who were cousins—to en-

² For a discussion of the contemporary problem of enclosures, see chapter xeiv, pp. 453 ff.

close the Welcombe fields, the poet's tithes evidently were further jeopardized, because the proposed enclosure of fields in Welcombe would eliminate the tenant farmer upon whose produce the income of Shakespeare's Stratford Tithes was dependent.

Taking time by the forelock, Shakespeare, with Thomas Greene included, made this agreement. In so doing Shakespeare again manifested his business sagacity: loyalty to the Stratford Corporation was never his chief consideration. Others, so it seems, made similar agreements with divers persons. Thomas Greene, always concerned for his own interest in the tithes, was the town clerk for the Corporation. In the light of his experience in 1611, Shakespeare was justified in securing legal guaranties that his moiety of the Stratford Tithes would not be encroached upon. He had expended £440 (about \$17,600) for them, and any possible reduction of the income was purely a business matter that warranted protection by legal private agreement if necessary. In business matters, William Shakespeare was not a romantic sentimentalist: in Jacobean times, one was obliged to be shrewd.

A few observations about this agreement are worth noting: (1) Richard Lane is not here joined with Greene and Shakespeare as in the 1611 bill of complaint. (2) The Combes are not named as a party to the agreement: hence, legally, in this agreement, Replingham was not representing those parties, and Combe's activities in the enclosure movement appear to have taken more definite form some months later. (3) Replingham seems to have been representing his own activities in inaugurating the enclosures—he and Mainwaring, cousins, had set the movement on foot. (4) Thomas Greene's name was included as a rather secondary consideration: "& then I was put in by T. Lucas," says Greene's Diary. A critical reading of the phrasing of the agreement shows that the covenanting parties were actually William Replingham and William Shakespeare: "the said william & william" and not "the said William &

[DOCUMENT 234]

[AGREEMENT WITH WILLIAM REPLINGHAM SAFEGUARDING SHAKESPEARE'S TITHES FROM CONTEMPLATED ENCLOSURES, 1614]

Vicesimo octavo Die octobris Anno D[omi]ni 1614

Articles of agreement indented [and] made betweene will[ia]m Shackespeare of Stretford in the County of warwicke gent on the one partye & will[ia]m Replingham of greete harborowe in the Countie of warwicke gent on [t]he other partie the Daye & year abouesaid inter al[ia]

It[e]m the said Will[ia]m Replingham for him his heires executo[ur]s assignes Doth Coven[au]nte & agree to & w[i]th the said Will[ia]m Shackespeare his heires & assignes That he the said Will[ia]m Replingham his heires or assignes shall vppon reasonable request satisfie Content & make recompence vnto him the said Will[ia]m Shackespeare or his assignes for all such losse Detriment & hinderan hinderance as he the said Will[ia]m Shackespeare his heires & assignes and one Thomas Greene Gent shall or maye be thought in the viewe and Iudgement of foure indifferent p[er]sons to be indifferentlie elected by the said will[ia]m & will[ia]m and their heires & in Default of the said Will[ia]m Replingham by the said will[ia]m Shackespeare or his heires onely to survey and Iudge the same to sustayne or incurre for or in respecte of the increasinge ["decreasing" was obviously intended] of the yearelie value of the Tythes they the said Wil-1[ia]m Shackespeare and Thomas Doe Ioyntlie or seu[er]allie hold and enioy in the said field[es] or anie of them by reason of anie Inclosure or Decaye of Tyllage there ment and intended by the said Will[ia]m Replingham And that the said will[ia]m Replingham and his heires shall p[ro]cure such sufficient securitie vnto the said will[ia]m Shackespeare and his heires for the p[er]formance of theis Coven[au]nt[es] as shalbee Devised by learned Counsell In witnes whereof the p[ar]ties abousaid to theis p[re]sent[es] Interchangeablie their hand[es] and Seales have put the Daye & yeare first above wrytten

Sealed & deliu[er]ed in the p[re]sence of vs Tho Lucas

Jo Rogers Anthonie Nasshe

Mich Olney

[Endorsed]:

"Coppy of the articles wth mr Shakspeare"

William and Thomas." (5) The agreement guarantees to recompense William Shakespeare and Thomas Greene for any loss resulting from "anie In-

closure" intended by William Replingham. (6) In the 1611 bill of complaint, William Shakespeare does not appear to have been the chief party to the legal

action; in this agreement, however, the dramatist is the chief participant.

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XCIV

WILLIAM SHAKESPEARE AND THE WELCOMBE ENCLOSURE, 1614-1619

ATE in 1614 a movement to enclose the common fields at Welcombe was inaugurated by Arthur Mainwaring and William Replingham. In this movement Thomas Greene, Shakespeare, and the Stratford Corporation were involved, because the proposed enclosure was of the land from which they, with others, received income in the form of tithes, (For a discussion of the Stratford Tithes, see chapters lxxi, lxxii, lxxxiv.) Some knowledge of enclosures and enclosure practices is necessary for an understanding of the documents presented.

Enclosures in England in the late sixteenth and early seventeenth centuries were looked upon virtually as a national calamity. To appreciate the seriousness of the enclosure of the Welcombe common fields the student must understand the nature both of land tenure and of the purpose of enclosing. Among the Anglo-Saxons land ownership was a matter of the community (the earlier comitatus described by Tacitus in his Germania) under the leadership of some earl or later local king. His it was to distribute or to parcel out the several permissions, leases, or tenancies to the small tenant farmer, who paid for such permission to use by yearly rentals given in "produce in kind," generally one-tenth or a fraction of a multiple thereof. The community under the leadership of the earl had absolute priority rights to all land. Seebohm

(The English Village Community) correctly points out—and his conclusions have been supported by Freeman, Kemble, Main, Holdsworth, and other students of Saxon institutionsthat the manor idea of a later period, commonly accredited to William the Conqueror, was in operation among the Anglo-Saxons at least one hundred and fifty years before the Conquest. That is, the medieval idea of the absolute right of land ownership by the lord of the manor, who parceled it out in small lots for rentals, was but an intensified social-political order the roots and practice of which were deep in ancient Germanic life. Under both the old Anglo-Saxon system and especially the lord of the manor system, always there were (1) the "common fields," which were arable or plow fields liable to tithes or taxes and which were parceled out to individual tenant farmers, and (2) the "commons," which commonly were pasture or waste land and in which every tenant farmer had common rights for pasturing his pigs, cows, and other stock. Francis Blomefield (An Essay towards a Topographical History of the County of Norfolk, 11 vols., 1805-10, II, 409) asserts: "A man cannot exist without a Court Baron [lord of the manor, or the earl of the comitatus of the Anglo-Saxon], 'which is the chief prop and pillow of a manor, which no sooner faileth but the manor falleth to the ground, it is as ancient as

the manors themselves'." Accordingly, under the lord of the manor system: (a) all occupation of land was by permission (lease, tenancy) of an overlord; (b) all rights of common, say, of pasture, belonged to and went hand in hand with some tenancy; (c) no special rights (in the "commons") of one individual over another were recognized. Here was the strong power plus the democratic common rights of all free men so dear to the Germanic heart.

This lord of the manor social-political scheme appeared in the layout of the "common fields"—the arable or plowlands liable to tithes. Scrutton (Common and Common Fields, 1887, pp. 1-2) describes the arrangement of the small farms or "furlongs": "Each field is divided into a series of parallel strips a furlong in length, a rod wide, four of which would make an acre, the strips being separated by ridges of turf called balks, while along the head of each series of strips runs a broad band of turf known as a headland, on which the plough is turned, when it does not by custom turn on some fellowtenant's land, and which serves as a road to the various strips in the field. These strips are allotted in rotation to a certain number of the dwellers a very common holding being that known as a virgate or yardland, consisting of about 30 acres, in which case each holder of a virgate would have a number of strips scattered through the

open fields in apparent disorder, until the key to the confusion is found in the order of rotation." E. M. Leonard, in "The Inclosure of Common Fields in the Seventeenth Century," a highly authoritative treatise, comments that at Exall in the early seventeenth century one William Woulf owned 28 acres cut up into thirty-six pieces! As late as 1879, when it was enclosed, at South Luffenham, Rutland, there was a common field of 1,074 acres belonging to twenty-two owners and cut up into 1,238 portions of less than an acre each. Such tracts of arable lands thus cut up into small portions (averaging, sometimes, about one-quarter of an acre in size) provided living possibilities for a relatively large population whose only means of livelihood was tenant farming. Halliwell-Phillipps (Outlines, I, 345) reproduces in facsimile Blight's sketch (1864) of one of the few remaining examples of arable lands arranged in "headlands," "balks," and "furlongs."

While there always had been enclosing2 of "common fields" into larger tracts, the practice of enclosing flourished particularly in the sixteenth and seventeenth centuries. The explanation therefor is not far to seek: England was making a complete economic change of far-reaching consequences. It stirred the nation to its foundations. She was definitely changing from the system of the small tenant farmer who farmed the small tracts of arable lands to the system of larger tracts (combinations of the smaller ones) given over not to farming but to grazing. She was shifting from a system that was becoming more and more unprofitable to an economic activity that was profitable. Many a preamble to a petition for enclosure justified the movement on the premises

¹ Transactions of the Royal Historical Society, New Series, XIX (1905), 106.

that the arable ground "is wasted [spent] and worn with continued plowing, and thereby made bare, barren, and very unprofitable." In a sense England was changing from growing wheat and other grains to producing wool by pasturing large numbers of sheep. Financial profit was, frankly, the abiding mo-

Such a procedure of enclosing the many small arable tracts into one large pasture was conducive to radical social and economic changes: (1) Far less grain was raised; (2) food prices increased; (3) the displaced small tenant farmer found himself without house and home; and (4) the small tenant farmer was forced to join the already large horde of unemployed, poor, and destitute. Tawney (The Agrarian Problem of the Sixteenth Century, 1912, p. 7) describes the fate of the small and already poor tenant farmer: "Small holdings are thrown together and are managed by large capitalists, with the result that he is driven off the land, either by direct eviction, or by a rise in rent and prices, or by mere intimidation. At the same time the commonable area, consisting of the common waste, meadow, and pasture of that manor is diminished, with the result that the tenants who are not evicted suffer through loss of the facilities which they had previously had for grazing beasts without payment." The great horde of English tenant farmers, always proud of and insistent upon their common right to life, liberty, and the pursuit of an opportunity to eke out a living, were reduced to a precarious state. "The Journal of the House of Commons," for 1601, records: "Mr. Secretary Cecill said, If we debar Tillage, we give scope to the Depopulator; And then if the poor being thrust out of their Houses go to dwell with others, straight we catch them with the Statute of Inmates; if they wander abroad, they are within the danger of the Statute of the Poor

to be whipt."3 Depopulation was the

fear and also the charge. Wool was

Layman, priest, and statesman raised their voices in protest and alarm. In the British Museum, Lansdowne MS 238, folio 205, is "A Proclamation set fourthe by the King's Maiestic with the assent and consent of his dear uncle Edward Duke of Somerset," which declares: "Of late by thynclosinge of landes and erable grounds, many have byn drevyn to extreme povertie, insomuche that whereas in tyme past, tenne, twentie, yea in some places C. or CC. [100 or 200] Chrysten people hathe byn inhabytynge nowe ther is nothyng kept but sheepe and bullocks. All that lande, whiche heretofore was tilled and occupied by so many men, is nowe gotten by insaciable gredyness of mynde into one or two men's handes, and scarcely dwelled upon with one poore shepherd." As late as the reign of Charles I4 it was stated in official circles: Enclosures "decay tillage and depopulate townes in the best naturall corne countryes, weh afore supplyed ye wants of others every way being in the midle of ye land." John Moore (A Scripture Word against Inclosure, 1656, p. 9), protesting, said, "Surely they may make men as soon believe there is no sun in the firmament as that usually depopulation and decay of tillage will not follow inclosure in our inland countryes." Joseph Bentham (Christian Conflict, 1635, p. 326) held that depopulation and death were the inevitable result of enclosure: ".... incloser doth presently dispossesse the ancient inhabitants or els by little and little wearie and wearie them out or waite untill they are taken away by death." Francis Trigge in 1604 voiced the fear: "Horn and thorn shall make England forlorne." And Latimer (Sermons) stated a fact: "Where there was a great many of householders there is now but a shepherd and his dog."

Increased unemployment and dire poverty were the result. Moore (The

^{*}Probably even before the Statute of Merlin (1236) the lord of the manor could deal as he liked with the commons and wastes of his manor so long as he did not derogate from the provisions of his own grant from the king. The Statute of Media gave Parliamentary sanction to the enclosing of wastes by the lord of the manor. Enclosures were a matter for the Manor Court, and they required the consent of the lord of the manor. Enclosures first were brought to legal notice in the time of Henry VII. They were always a difficult matter.

² Simonds D'Ewes (ed.), The Journals of All the Parliaments during the Reign of Queen Elizabeth Both of the House of Lords and House of Commons, 1682,

See Calendar of State Papers, Domestic, 1631-1633, Vol. CCVI, Nos. 69 and 70, for records of Richard Sandes' letters (1631) complaining of the situation.

Crying Sin of England, p. 9), in 1603, lamented, "Truely it would make a charitable heart bleed to come now into our markets where we are now so busic upon such inclosures in Leicestershire where the markett is full of inquirie and complaint of such tennants to all they meet: 'Can you help me to a farm or a little land to imploy my team?'"

Sir Thomas More (Utopia, Robinson's translation of 1551, in Arber's reprint, 1906, pp. 40-42), of an earlier day, had anticipated such protests: "your shepe that were wont to be so meke and tame, and so small eaters, now, as I heare saye, be become so great denowerers and so wylde, that they eate vp, and swallow doune the very men them selfes. They consume, destroye, and devoure whole fieldes, howses and cities. For looke in what partes of the realme doth growe the fynest, and therfore dearest woll, there noble men, and gentlemen: yea and certeyn Abbottes much noyinge the weale publique: leaue no grounde for tillage, thei inclose al into pastures: thei throw doune houses: they plucke downe townes, and leave nothing standynge, but only the churche to be made a shepehowse. . . . Therfore that on couetous and vnsatiable cormaraunte and very plage of his natyue contrey maye compasse aboute and inclose many thousand akers of grounde to gether within one pale or hedge, the husbandmen be thrust owte of their owne, or els either by coueyne and fraude, or by violent oppression they be put besydes it, or by wronges and iniuries thei be so weried, that they be compelled to sell all: . . . either by hooke or by crooke they muste needes departe awaye." They become vagabonds and thieves, "because they go aboute and worke not: For one Shephearde and Heardman is ynoughe to eate vp that grounde with cattel, to the occupiyng wherof aboute husbandrye manye handes were requisite."

"I complaine not of inclosure in Kent or Essex, where they have other callings and trades to maintaine their country by, or of places near the sea or City, but of inclosures in the inland countrey, which takes away tillage, the only trade generall they have to live on," said Moore in his Introduction to A Scripture Word against Inclosures (1656 edition). The dissolution of the monasteries in 1536 had turned into the highways and hedges a horde of povertystricken folk who had been attached to and dependent on them. Enclosing the arable lands turned thousands of poor tenant farmers into the stream of poverty already overfull.

The Mother Church, that had held it her sacred obligation to care for the destitute, was now feebly supplanted by the State. The first poor law in England was 27 Henry VIII (1535), c. 25: "All Governors of Shires, Cities, Towns, shall find and keep every aged, poor and impotent Person, which was born or dwelt three Years within the same Limit, by way of voluntary and charitable Alms, . . . with such convenient Alms as shall be thought meet by their Discretion, "Stratfordupon-Avon's own charter of incorporation of 1553 (see Document 4, page 27, in Volume I) definitely carried with it a grant of the rental to be devoted to the poor and to the two almshouses. The care of the numerous poor became a state or local government matter.

Avarice and usury—thorns in the flesh of the medieval Church-went hand in hand with the economic and social change that offered so much in the way of financial profit: "filthie lucre fitte onlie for the mynyons of hel." A statute of 25 Henry VIII, c. 13, recited that ".... divers and sundry persons have daily studied, practised, and invented Ways how they might accumulate and gather together into few Hands, as well great Multitude of Farms or great Plenty of Cattle, and in especial Sheep, putting such Lands as they can get to Pasture, and not to Tillage " and it was provided that "no one should hold more than 2000 sheep or than 2 farms."

Thomas Lever's Sermons (Arber reprint, 1870, p. 29) joins the chorus: "loke at the merchauntes of London, and ye shall see, when as by their honest vocacion, and trade of marchandise god

hath endowed them with great abundaunce of ryches, then can they not be content . . . but their riches muste abrode in the countrey to bie fermes out the handes of worshypfull gentlemen, honeste yeomen, and pore laborynge husbandes." Harrison's "Description of England" (Furnivall's edition, 1877, Book II, chap. 12, p. 242) asserts the prevailing attitude toward usury: "vsurie, a trade brought in by the Jewes, now perfectlie practised almost by euerie christian, and so commonlie, that he is accompted but for a foole that dooth lend his moneie for nothing. In time past it was Sors pro sorte, that is, principall onelie for the principall; but now, beside that which is aboue the principall properlie called vsura, we chalenge [claim as due] Foenus—that is, commoditie of soile, & fruits of the earth, if not the ground it selfe." Indeed the evil of avaricious and usurious enclosing was once considered such an evil that a special prayer was inserted in the Liturgies of Edward VI, a part of which read: "We heartily pray Thee to send thy Holy Spirit into the hearts of those that possess the grounds, pastures, and dwelling-places of the earth, that they, remembering themselves to be Thy tenants, may not rack nor stretch out the rents of their houses and lands, nor yet take unreasonable fines but so let them out to others, that the inhabitants thereof may both be able to pay the rents, and also honestly to live and nourish their families, and relieve the poor. Give them grace also that they may be content with that which is sufficient, and not join house to house and land to land, to the impoverishment of others; but so behave themselves in letting out their lands, tenements, and pastures that after this life they may be received into everlasting dwelling places."

The method of enclosure was not one for which specific legal statutes obtained: always there had been enclosures in England and always the common-law rights of the individual owner

⁸ Cited from Appendix to Thomas Tuner's Fire Hundred Pointer of Good Hunbradrie, English Dialect Sodiety, 1878, pp. 235-37.

or tenant had been involved. Common consent, in the light of common custom so elemental in all Germanic life, was, theoretically at least, a fundamental precept. Thus a number of freeholders might themselves agree to combine their several small farms ("lands," "furlongs") owned in several removed places by exchanging with one another so that, in the combination resulting, each one had a larger single compact plot instead of the several "furlongs" in their several removed localities.

With the growth of the concept of equity and the consequent Court of Chancery, in 1614 the consent of the Court of Chancery was requisite. Or, consequent upon the development of the intimate relation of taxes with land, consent of the Exchequer might be secured instead of that of the Court of Chancery. And, consequent upon precept and actual legal practice that land inherently was the property of the community (Anglo-Saxon) or of the lord of the manor (Middle Ages), the consent of the lord of the manor was always necessary. Legally, of course, the Court of Chancery or the Exchequerthese actually represented the common rights of the individual—could override the decision of the lord of the manor or could issue a special order to desist. In this case a court order was later issued commanding William Combe to cease enclosure activities (see J, below, p. 465). Welcombe, from time immemorial, had had common fields: hence the folk had an abiding sense of individual common rights, the voiding of which was not to be accomplished with impunity.

It is obvious that, in the light of the mood of the folk (especially in the Midland country where much of the grain of England was at the time produced), any movement to enclose the arable common fields would precipitate opposition. Since some of its actual property holdings and some of its tithes for the poor were in the district, the Stratford-upon-Avon Corporation would not calmly brook such encroachment upon its rights. Moreover, William Shakespeare, Thomas Greene, and other Strat-

ford folk held tithes in the area intended to be enclosed. It was only natural that an effort should be made to protect its rights; and this was done through Thomas Greene, the town clerk.

Thomas Greene's early days are obscure—even the exact date and place of his birth. The name Greene, like that of Combe, was of frequent occurrence in Warwickshire. The Middle Temple records show him to have been admitted from Staple's Inn, November 20, 1595, as the "son and heir of Thomas Greene mercer of Warwick gent." The Greenes of Warwickshire were Protestants and supporters of Job Throckmorton, the Puritan (see Savage and Fripp, Minutes and Accounts, III, 55). In 1586, Thomas, with his father, was fined at Warwick for not wearing, as prescribed by law to stimulate the wool industry, a cap on Sundays (see Thomas Kemp, The Black Book of Warwick, 1898, p. 155), just as Shakespeare's uncle, Henry, had been fined for the same reason a few years earlier. Thomas Greene inherited £80 and a gray mare as eldest "son and heir of Thomas Greene." When he entered the Middle Temple in 1595, John Marston and his son John, later the dramatist, were Thomas' sureties. In 1602 (see Charles Henry Hopwood's Calendar of the Middle Temple Records, 1901, I, 357, 426), he was called to the bar. (This Thomas Greene, town clerk of Stratford, must not be confused with another Thomas Greene who somewhat earlier appears in the Stratford records of 1578-86 and was buried in Stratford in 1500not an uncle, as some critics have asserted, for, since the lawyer's father was named Thomas, there would have been two Thomas Greenes in the same family, brothers, living at the same time.) In 1601 and 1602 he was representing the Stratford Corporation as solicitor in London. On August 31, 1603 (Halliwell-Phillipps' Descriptive Calendar of the Ancient Manuscripts and Records · · · · of the Corporation of Stratfordupon-Avon, 1863, No. 102), he was appointed steward of the borough—of the Court of Record in Stratford. In 1610, when Stratford's second charter accorded Stratford a town clerk, Greene

was appointed to that office, which position he held until 1616. On September 11, 1611, Thomas Greene, Esq., was one of the contributors (p. 416) to the fund raised to prosecute a bill in Parliament to amend the law favorable to the repair of the highways about Stratford. In that year (Miscellaneous Documents, vii, 125), he was living in a house near the churchyard, and with his wife Lettice (a widow, a Mrs. Chandler, from Leicester), and Judith Shakespeare, he witnessed a deed (Wellstood, Catalogue of the Books, Manuscripts, Exhibited in Shakespeare's Birthplace, No. 60).

Although he speaks of "my Cosen" Shakspeare," in his Diary, it cannot be held on such evidence alone that he was a relative of the dramatist, for the reason that, in the same Diary, he speaks of other "Cosens"-"Cosen graves," "cosen Baker"—who were clearly not cousins either by marriage or by blood. Furthermore, there is no documentary evidence that he was the legal personal adviser to Shakespeare. According to his own memorandum (see Stratford - upon - Avon, Miscellaneous Documents, xii, 103) he was living at New Place, September 9, 1609: "He [George Browne had delayed in delivering a house which Greene had secured from him] doubted whether he might sowe his garden, untill about my goinge to the Terme. (seeing I could gett noe carrayages to help me here with tymber) I was content to permytt yt without Contradiccion & the rather because I perceyued I might stay another yere at newe place."

Greene had obtained in 1609 from the Combes a reversionary right in a moiety of the Welcombe Tithes. In 1611, Richard Lane, Thomas Greene, and William Shakespeare were complainants versus Lord Carew and others in a bill of complaint concerning the Stratford Tithes. Greene is included with Shakespeare in the Replingham Agreement, October 28, 1614, through the good offices of Thomas Lucas, one of the witnesses to the agreement and later, after Collins, town clerk. Greene's Diary shows that he had conflicting in-

terests and obligations in the Welcombe enclosure activities: (a) certainly he was concerned for his own interests in the Tithes; (b) as town clerk he was obligated to serve the Corporation well, for its tithes for the school and for the poor were at stake; (c) he had close relations with Shakespeare; (d) he appears to have been concerned with bargaining privately with Combe, Replingham, and others about the sale of his own tithes. On December 12, 1614, the Corporation questioned Greene's wholehearted support as their agent, whereupon he pledged himself to withstand

wood, op. cit., II, 655, 684, 753). He died in 1640. His will, which might throw further light on him, has never been found.

A. "The Particulers of Olde Stratforde also Landes of Freeholders &
where they lye" (Miscellaneous Documents, i, 94) is a preliminary survey
of ancient freeholders in and about
Stratford-upon-Avon. The latter part of
this survey, in the hand of Thomas
Greene, and dated September 5, 1614,
gives an account of Shakespeare's holdings. This part of the document was reprinted by Halliwell-Phillipps in his Life

[DOCUMENT 235]

[ENTRY IN THOMAS GREENE'S DIARY LISTING SHAKESPEARE AMONG STRATFORD AND WELCOMBE FREEHOLDERS, 1614]

5 Septembris. 1614.

Auncient ffreeholders in th[e] ffieldes of Oldstratford and Welcombe.

mr Shakspeare .4. yard land. no Comon nor ground beyond gospell
bushe no ground in Sandfield, nor none in slow hill field beyond Bishopton, nor none in th[e] enclosure beyond Bishopton.

Thomas parker, [. . . .]

mr lane, [. . . .]

Sr ffrauncys Smyth, [. . . .]

[. . . .]

the enclosure, in spite of the offer of £10 to buy a gelding if he would get a friendly suit arranged to effect a compromise. In March 1615 he was still active for the Corporation. On April 8, 1616, he was succeeded by Francis Collins as town clerk, though Lord Carew had recommended Greene's brother John for the place. Greene advertised his house, sold his lease of tithes to the Corporation (Miscellaneous Documents, vii, 125-28), and with his wife went to Bristol. Among the Miscellaneous Documents (i, 1) there is a letter, dated May 22, 1617, to the Corporation, in which Greene speaks of his "golden days" in their service. He left Bristol and went to London, where he became a successful barrister: in 1621 he became a reader in Middle Temple, in 1623 he was elevated to be master of the bench, and in 1629 he was made treasurer (see Hop(p. 267) and reproduced in facsimile in his Outlines (I, 248) and also in Wellstood's Catalogue of the Books, Manuscripts, Exhibited in Shakespeare's Birthplace (No. 35). Folio 120^t (so numbered at present) reads, in part, as shown in Document 235. This portion of the document is also here reproduced in facsimile. This ".4. yard land." is the one hundred and seven acres which Shakespeare had purchased from the Combes in 1602. It is so described in the several documents in the history of its devising. (See the discussion of the Combe purchase, chapter lxii, above.) The entry makes it clear that this 107-acre farm had "no Comon nor ground beyond gospell bushe," and since the Welcombe enclosure, according to Greene's Diary, was not to go beyond this "gospell bushe," Shakespeare's 107-acre farm was not endangered by

any encroachment of the enclosure. Accordingly, it was Shakespeare's "moietie" of the Stratford Tithes, purchased in 1605, that was endangered by the intended enclosure by the Combes, Mainwaring, and Replingham.

B. The surviving portions of the Diary (1614-16) of Thomas Greene are in the Birthplace Museum at Stratfordupon-Avon. They are on paper, in folios averaging about 111/2 by 71/2 inches, and at present consist of only four leaves, eight pages: one leaf, discovered by R. B. Wheler, is now in the Wheler Collection; and three leaves, discovered by J. O. Halliwell-Phillipps, are in the Stratford-upon-Avon Miscellaneous Documents collection. The notes are written down one side of the sheet and up the other. It will be noted that this Diary, in its materials, covers the last year and a half of the life of William Shakespeare. Greene mentions Shakespeare no fewer than six times, three times as "my Cosen Shakespeare." In 1885 C. M. Ingleby issued fifty numbered copies of this Diary, as Shakespeare and the Enclosure of Common Fields at Welcombe, containing (1) a critical introduction, (2) facsimiles of the pages and script, (3) a transcript of the entries, and (4) some miscellaneous letters, court orders, etc., relating to the controversy. Mr. Edward Scott, then Assistant Keeper of Manuscripts at the British Museum, was Ingleby's transcriber. By mistake or otherwise, Ingleby interchanged pages 6 and 7 (giving the effect of two springs in 1614).

Greene's own manuscript is in a dreadfully scrawled and cryptic hand—perhaps the most difficult to decipher among all the Shakespeare documents. "There is," said Halliwell-Phillipps, "a singular obscurity which renders a correct interpretation of Greene's handwriting a matter of unusual difficulty." His hand is a small, thin hand—a feminine script. It includes no sentence divisions, no capitals beginning the sentences, and little punctuation that is helpful. Most of the sentences run together continu-

^a For Halliwell-Phillipps' account, see Nos. 27, 28, in his Descriptive Calendar of the Ancient Manuscripts and Records in the Passession of the Corporation of Stratford-upon-Avon, 1863, p. 396.

ously. Generally the sentences are rather brief and direct. The entries, differentiated by dates and other details, but not by paragraph indentations, often are an intermingled and somewhat confused colloquial rendering of both personal and official comments upon the various phases of the controversy relative to the enclosure. Frequently he started to write a word and then deleted it and changed to another. These deletions are sometimes illuminating and even interpretative. In this transcript, as in Ingleby's also, here given, these deletions have been retained.

Greene, in his entries, was not infrequently rather dramatic: sometimes he used interchangeably "I" and "he." Thus, in the passage dated August 14, 1615, he reports Shakespeare as saying "I [he] was not able to . . . beare [support] the enclosinge of welcombe." In the entry for November 17, 1614, he speaks of Mr. Wyatt as "I": Sir E. K. Chambers (William Shakespeare, II, 149) says "there is no ground for assuming that he did so here [August 14 entry]"; but Greene's practice shows otherwise. "I willed him to learne what I [obviously "he"] could and I told him soe would I."

The "scrawl" of the script at times suggests haste in writing. Still, most of the difficulties in deciphering arise from the thin, delicate, feminine script. Moreover the entries do not always appear to have been set down on the day of the happening; some seem to have been entered several weeks later. His English, while colloquial, is good idiomatic English—that of a man of parts and of good taste.

An amazingly large amount of detail is given in Greene's Diary. Even a casual reading of the entries will show that Greene enjoyed the most intimate relations with the High Bailiff, the Chief Alderman, the Burgesses, and other persons of importance. If once he kept a complete diary, its absence from Shakespearean materials is a serious loss to scholarship.

The entries on the four extant leaves are dated from November 15, 1614, to February 19, 1616. Only a part of the

entire can here be given. Ingleby's volume may be consulted for the remainder, though it should be remembered, in his work, pages 6 and 7 have been interchanged. The transcript given here as relating to the case suggests the following as the sequence and progress of events in the Welcombe enclosure: William Replingham and Arthur Mainwaring, cousins by marriage, inaugurated

[DOCUMENT 236]

[EXCERPTS FROM THOMAS GREENE'S DIARY, NOVEMBER 1614 TO AUGUST 1615, CONCERNING WILLIAM SHAKESPEARE AND THE WELCOMBE ENCLOSURE]

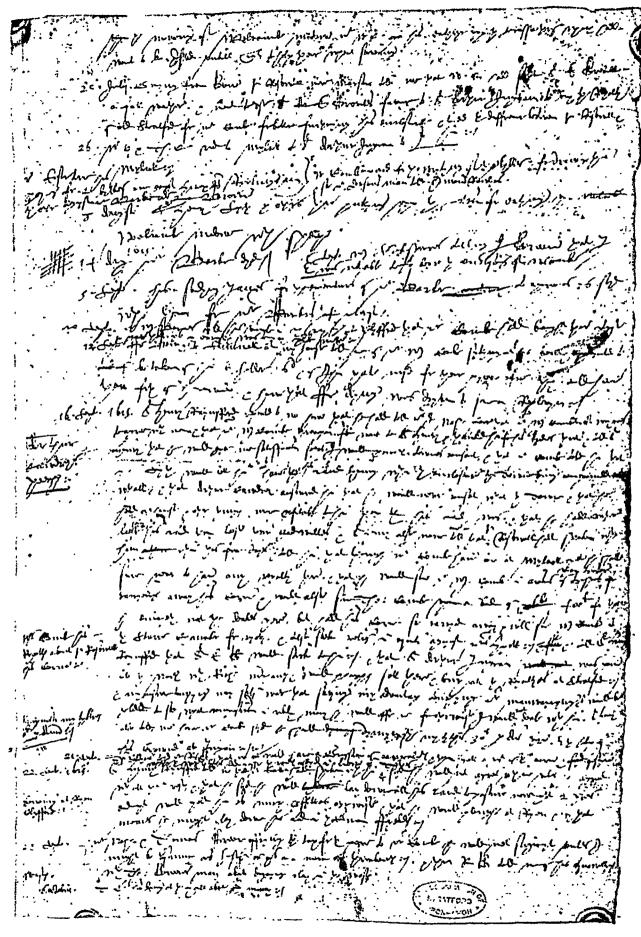
- [1]* r[emember] martis 15 No[uembr]is 1614: Main I asking Mr. Manneryng how they did meane to deale w[i]th me about my p[ar]t interest of tythes where they ment to enclose he told me I should haue no wrong & that I should rather gett a peny th[en] a half penny & then agayne I should rather gett ijd then loose a penny & sayd he was desirous to b[uy] my whole interest of my Tythes I asked him whether he hadd ever thought w[i]th himself what they were w[orth] & he beinge in haste to goe vpp its into the Court of Chancery sayd he must be gone he would speak w[i]th me soone or send Replyngham nath[anael] was w[i]th me.
- [2] Agaynst Whitehall Wall I mett w[i]th mr. Replingham whoe p[romi]sed to come to me at aftir noone saying he I should be satisfyed & as for the towne I askynge him howe the Towne [Stratford-upon-Avon] should be satisfyed, he sayd he ca[red] not for ther consents.
- [3] rec[eiued] (16 No[uembris] 1614 at 4 clock aftirnoone a L[ett]re from mf Bayly [Henry Smith] & mf Alderman dated 12 No[uembris] 1614 touching the Inclosure busynes: & sent Nath[anael] to see yf mf W[illiam] Combe [?] were in Towne [London] & he returned to me & [in] mf Wyatts p[re]sence sayd he was not in Towne.
- [4] Jovis 17 No[uembris] as my Cosen Shakspeare has commyng [?] yesterday to towne [London] I went to see him howe he did he to[ld] me that they assured him they meant to inclose noe further
- *Entry numbers in brackets are for convenience of reference by number in commentary.
 - † Mainwaring? Replingham? Combe?

Document 236 is from the original in the Birthplace Museum checked with full-size photographs of the original folios secured by permission of the officials of that repository. It is by their generous consent that a facsimile of page six is reproduced in this work.

A critical analysis of the material of Greene's Diary, letters, and court orders the movement, though the Combes may have stimulated action and the position

⁷ William Replingham, of "greete Harborowe in the Countie of Warwicke, gent," married Alicia Mainwaring, cousin of Arthur Mainwaring. He appears to have represented, at various times, (a) Mainwaring's interests, (b) Combe's, and (c) his own. On October 28, 1614, he made a special agreement with William Shakespeare guaranteeing Shakespeare against any loss from his Stratford Tithes that might

4. Leyd in yr fa



[Document 236]

Page 6 of Thomas Greene's Diary, dated 1614–1616, relating to Shakespeare and the Welcombe enclosure. Miscellaneous Documents xiii, 27 seq., in the Birthplace Museum, Stratford-upon-Avon

taken by the Court of Chancery in 1614 that enclosures were for the public good may have lent encouragement. The notion of an enclosure in the Welcombe district was first mooted in September Members of the Stratford-upon-Avon Corporation had tithe holdings in that neighborhood, and these stimulated the the Corporation's alarm.

In November 1614 town clerk Thomas

then to gospell bushe‡ & so vpp straight (leavyng out p[ar]t of the dyngles to the ffield) to the gate i[n] Clopton hedge & take in Salisburyes peece: and that they meane in Aprill to servey the Land & then to gyve satisfaction & not before & he [Shakespeare] & m^g Hall say they think there will be nothyng d[o]n[e] at all.

- [5] This mornyng I did send to speak with see yf m^r. Tho[mas] Combe were in Towne [London] & Nath[anael] ret[ur]ned me answere that he went forth of the Towne yesterday.
- [6] mr Wyatt af [ti]rn[00]ne told me that mr Wryght hadd told mr Combe that the enclosure would not be & that yt was end at an e[n]d I sayd I was susp the m[0]re suspicious for those might be words used to make vs careles I willed him to learne what I could and I told him soe would I.
- [7] At night [still in London] I drew the peticion and gave yt Ed[mu]nd [Rawlyns (?)] to wryte fair that J[ohn] Greene [brother to Thomas Greene] & m[‡] Wyatt might see yt before yt were prewrytten to be presented to the Lords.

[8] . . . And [Edmund] sayd they howe mr Replingham assured him they ment to inclose but to gost gospell bushe & noe further.

[9] The same morning [November 19] I tooke w[i]th the mee the peticion to westm[inster] to shewe yt my Cosen graves & but he ["I" (?)] could not find him:

[10] 22 m^r henry Smith told me that m^r Wright told him that my Lo[rd] Carew would oppose not agree to furder any Inclosure at Stretford but would rather hynder yt if he could. [Combinued on p. 460]

‡ See plat of the Welcombe fields in Halliwell-Phillipps' Outlines, I, 250-51: the original sketch for this is a manuscript in the Folger Shakespeare Library.

§ For "he": a good example of Greene's interchange of "I" and "he."

1614, at which time a tabulation (see A, above) of ancient freeholders' holdings in the Welcombe area was prepared.

result from the Welcombe enclosure (see chapter xciii, above).

Arthur Mainwaring was steward of Lord Ellesmere, who was appointed Lord High Chancellor in 1609. Consequently, Mainwaring lived in London and not in Stratford and knew little of local Welcombe-Stratford conditions, although Greene's Diary shows that he visited Stratford. He had acquired possession

Greene was in London in contact with promoters Arthur Mainwaring and William Replingham, but was having

of property in the Welcombe area. He was no relation to the Humfrey Mainwaring who witnessed the Shakespeare-Combe purchase deed of 1602. He was a son of Sir George Mainwaring of Ightfield, Shropshire, by one Anne the daughter of Sir William More of Loseley, whose other daughter, Elizabeth, had been Lord Ellestnere's second wife (Publications of the Harleian Society, XXIX, 349).

little success in his negotiations (see [1] and [2] of Document 236). Greene did not make contact with William Combe [3], a large landholder in Welcombe and Stratford and one interested in tithes and in enclosing. On November 17 he did see Shakespeare and his son-lin-law John Hall [4]: "he & mr Hall say they think there will be nothyng done at all." He did not make contact with Thomas Combe, William's brother [5]. Greene was suspicious [6] of the report that Wright had said to Combe there would be no enclosure, and that "yt was at an end." Greene was preparing a petition for the Stratford Corporation [7] to present to the Privy Council. Replingham was reported [8] to have declared that the enclosure would be "but to gospell bushe & noe further." [9] Greene took the petition to Westminster. On November 22, Henry Smith, High Bailiff of Stratford, was in London and reported to Greene [10] that Lord Carew, a defendant in the 1611 bill of complaint in Chancery concerning the Stratford Tithes, would not agree to further any enclosure but would hinder it. Mainwaring and Replingham are reported [11] as very much objecting to Greene's opposition to their activities. On November 28, Greene made it clear [12] to Replingham that he was loyal to the Corporation and to the trust reposed in him and was not inclined to do violence to the interest of the Corporation out of respect to his own tithes.

On December 5, Greene was back in Stratford [13], where the Corporation appointed a committee of six to wait on Mr. Combe to persuade him to cease his activities to enclose. On December 9, after a four- or five-hour conference [14] with the overseers of the poor, the committee called on William Combe, who asserted that the enclosure would not hurt the town, that he had nothing to do with the enclosure, that Mainwaring was so far engaged in the project of enclosing that Combe would not entreat him to desist, and that it was Mainwaring's affair and not his, though he might receive some profit by it. The survey of the district was made, sooner

than Shakespeare had expected. On December 10, Greene [15] was unsuccessful in seeing Replingham at the Bear or at New Place. On December 20 Combes definitely committed himself in support of Mainwaring's enclosure. The Corporation attempted to secure support outside their own number. On December 23 the Corporation, through Greene, the town clerk, wrote a letter [16] to Mainwaring and one to Shakespeare, and Greene wrote to Shakespeare enclosing copies of the action of the council and pointing out the inconveniences of enclosing. The letter (see C, below) to Mainwaring emphasizes the losses of the town by fire and the risk from enclosure to over seven hundred almsfolk whose support depended upon funds derived from the 1553 grant. Mainwaring's reply, of December 30, is still unprinted, but may be consulted in Miscellaneous Documents, Stratford-upon-Avon (vii, 17).

In January 1615 Combe's men began digging a ditch in the Welcombe region, which the Corporation and others opposed. Thomas Combe called the Corporation dogs and cursed them [17]. William Combe was very angry [18] when he heard that men of the town would throw down the ditch. Greene made the entry that on October 28 (1614) Replingham had articled [19] with Shakespeare about Shakespeare's tithes in the event of enclosure and that Thomas Lucas had included Thomas Greene in the articles (see chapter xciii, above.) Greene, on January 11, 1615, at night supped with Replingham, who reiterated [20] his former promises to Greene that he would be well dealt with and mentioned the "agreement for me with my Cosen Shakspeare." While a stay of proceedings was being considered, on February 21, 1615, the Corporation [21] agreed to make the enclosure a "Towne cause," but Combe's ditch was filled by a mob of women and children from Stratford and Bishopton [22]. On March 27, 1615, a staying order, by the Warwick Assizes, was issued against Combe until proper cause could be shown for continuing the enclosure. ber, and heading it "Sept," Greene further recorded [26] that William Shakespeare told John Greene (brother of Thomas) that he could not support the enclosing of Welcombe [26]. During a

[11] The same day Edmund t[ol]d me at that R. Wyrley within halfe an houre told him that I was much excepted vnto [very much objected to] for makeing such mighty opposicion agaynst the Inclosure & that m^r. Mannering & m^r. Replingham would be w[i]th him [R. Wyrley (?)] to the aftir noone.

[12] 28 No[uembris] at night mr Replinghams speche w[i]th me & my opposynge yt. I sayd I did it accordyng to the trust in me reposed by the Baylyff &c & howe I was tyed to them &c. & as for myne owne p[ar]ticuler interest I would not vary from what I hadd sayd before & soe wee p[ar]ted.

[13] 5 Dec[embris] at a Hall [meeting of the Stratford Corporation] the Company agreed that .6. [a committee of six] should goe to mr Combe in the name of all the rest to present their Loves & to desire he would be pleased to forberare to enclose & to desire his love as they wilbe reddy to d[e]ser[ue] yt.

[14] 9 Dec.[embris] aftir mf Bayley [Henry Smith] & wee hadd spent some 4 or 5 houres wth the overseers of the poore* he mf. Alderman & I mf. Baker mf Shawe & mf. Chandler w[e]nt acordyngly to mf. Combe whose answer was he should b[e] gladd of our lo[u]es

& that hinclosures would not b[e] hurtfull to the Towne that he hadd not to doe w[i]th yt but to have some proffytt by yt & that he thought mr Mannerying was soc farre ingaged therein as that he [Mainwaring] would not be intreated & therefore he [Combe] would not bestowe his labour to entreate him in any sorte saying if the froste broke the dychynge would goe p[re]sently forward.

* The 1553 Charter to the Stratford-upon-Avon Corporation carried with it the grant from the Crown of a moitie in the Stratford Tithes (a) for the founded school and (b) for the almshouse: the enclosure obviously would encroach on that income—and the care of the poor was one of the most important and most serious matters of the day. See the charter, which is Document 4, p. 27, in Volume I:

Dissension [23, 24, 25] continued: Combe railed and the Corporation men said they would not betray the town; and tenants, to Combe's rabid anger, plowed their fields within the intended enclosure.

On August 14, 1615 "mr. Barbr dyed."

Opposite his entry concerning Bar-

year of delay, William Combe attempted to buy up other interests in Welcombe and, at the same time, bullied the tenants. In 1616 the Lent Assizes confirmed the judges' previous order of March 27, and Sir Edward Coke, Chief Justice of the King's Bench, ordered Combe to "sett his heart at rest: he should neyther enclose nor laye downe

^a Combe, of course, was not the only freeholder of land in the Welcombe district. Others were Sir Francis Smythe, Margaret Reynolds (a cousin of Combe), Sir Simon Archer, Peter Roswell, William Parsons, Richard Smith, Arrhur Cawdrey, Thomas Barber, William Walford, William Chandler, Anthony Nash, John Sheffield, Richard Hiccox, Vicar Wright of Bishopton, a Lane, and a Mace.

any earrable nor plowe any ancient greensward."

On April 23, 1616, William Shakespeare was buried in Stratford Parish Church. In June 1616 William Combe declined to accept Combe's proffer. In 1617, at Lent Assizes, Sir Henry Hobart, Chief Justice of Common Pleas, issued another confirmatory order against William Combe. The Corporation com-

[A marginal note (at the left) paralleling the foregoing entry]:

[15] 10 Dec[embris] that the s[ur]vey there was past & I went came from wilson to look mr Replingham at the beare & at new place but myssed him & on the narowe sid[e] but he was not to be spoken with:

[In the right margin, opposite an entry for December 21, is the note]:

[16] 23. Dec[embris] A Hall. L[ett]res wrytten one to m^r mannerying* another to mr Shakspearet with the almost all the com-[panyes] handes to cyther: I alsoe wrytte of myself to my Cosen Shakspeare the Coppyest of all our oathes [actes (?)] m[a]de then alsoe a not[e]† of the Inconveyences would g[row] by the Inclosure.

[17] Tho[mas] Combes callyng the C[om]panye [Stratford Corporation] doggs & Curses (testis Tho[mas] Rutter)

[18] [January 1615]‡ The same day at night (as mr. Chandler told

me 9 Ja.[nuariis] in the morning) mr. W. Combe told Baylys he heard that some of the better sort would goe to throw downe the dytche & said I [aye] O would they durst in a threatinyng manner w[i]th very great passion & ag anger.

r[emember] 9 Jan. 1614 [19] Amr Replingham 28 Oct[0]bris articled w[i]th mr Shakspeare & then I was recommended put in by T. Lucas.§ [Continued on p. 462]

- This letter has been preserved; see Wheler MS, i, 109.
- † It has never come to light.
- ‡This is 1615 new style.

§ A witness to the agreement and later town clerk of Stratford; see Document 234 in this volume for the Replingham Agreement.

opened fresh negotiations with the Corporation, making some excellent proposals, one of which aimed to insure against the loss of rentals (from tithes) for the Stratford poor. Combe frankly asserted that he wished pasture land, to get which he would have to enclose tillage. The Corporation, still fearing loss to the rentals for the almshouses, plained that Combe disregarded the order and apparently seriously contemplated legal action in the Court of Common Pleas (Miscellaneous Documents, vii, 1). In February 1619 their petition was presented before the Privy Council, who, in turn, submitted it to Sir Edward Coke and Sir Julius Caesar (Master of the Rolls), who, in the following March,

issued an order to Combe directing him to plow the land as it had been plowed formerly, to replace the greensward, and to desist until such further order as the Judge of Assize might issue.9

A goodly number of the letters and court orders indicated in the foregoing are here, in most instances, given in full

C. Wheler MS i, 109, in the Birthplace Museum, is the letter of December 23, 1614, from the Bailiff and Corporation of Stratford-upon-Avon to Arthur Mainwaring of the Lord Chancellor's house in London. Greene's Diary (see [16] of Document 236) records that two letters were sent, one to Mainwaring and one to Shakespeare. The Mainwaring communication is here given; but the Shakespeare note has not come to light. To the worpll. Arthur Manneringe Esquire at the right honorable the Lord Chauncellor his howse theis be dd wth speed. Sr yt pleased Kinge Edward the sixt of his princelie bownty and grace for maynteŭnce of a Vicar perpetuall and an assistant mynister for ever here at Stratford vppon Avon and of a Schoolemaister of a ffree Schoole by his gracious L'res patents here fownded and for relief of ffoure and Twenty poore Almespeople for ever and for payeinge the Tenthes of the said Vicar for ever and for fyndinge the said Vicar and Schoolemaister and their Successors for ever Convenient dwellinge howses and for maynteunce of a greate stone bridge of floure hundred yards longe standinge vppon the Ryver of Avon and for maynteunce of the said Schoole and the Almeshowses for the said ffoure and Twenty poore Almespeople for ever and for the more better supportinge and goeinge thorough other the greate charges belonginge to the said Borough to Incorporate the Inhabitants thereof and to graunte vnto them and their Successors for ever for those good and godlye and other the said vses and intents amongst other things the Tythes of Corne and grayne of Old Stratford Welcombe and Bushopston. Nowe because there is some speech that there hath bene Conveyed vnto you and your heires certayne Mes-

suages and lands in Welcombe, as alsoe

that yt is appownded that you would

See Dasent, Acts of the Privy Council, 1618-19, pp. 370, 394-95.

endeavor an Inclosure here. We haue thought good of our Especiall respects towards you and in discharge of our oath and of our Conscience for better maynteunce and preservacon of those vses and intents to signifie as before herein vnto you. As alsoe hereby in the most earnest manner wee maye expresse to entreat you to call to mynde the manifold greate and often miseries this borough hath sustayned by casualties of fires fresh in Memorie and nowe of a late one lyeinge in the Ashes of Desolacon and in your Christian Meditacons to bethinke you that such Inclosure will tend to the greate disablinge of Formance of those good meanings of that Godly Kinge and to the Ruyne of this Borough wherein lyve aboue seaven hundred poore weh. receave Almes whose curses and clamours Wilbee daylie powred out to God against the interprisors of such a thinge, but wee are resolved that the place you lyve in hath soe instructed you in equitie and all manner goodnes that yt will seeme odious vnto you that anie should thinke you would in the least degree impeach the said Royall appoyntmis. for yor owne (but especiallie for the purposes of anie other whosoever). And even soe desiringe yow to haue a care herein and to thinke of us as of men trusted with the Kings (?) webare bownd in all honestie and fidelitie to mayntayne the Rights of the said Borough and wch. shall ever studye to give you just occasions to love vs wee comitt you to the Almighties pteccon:

yor verie loveinge ffrends the Bayliffe and Burgesses of Stratford

Stratford the day of 1614

D. On "27 Marij xiiio Jacobi R [March 27, 1616]," Edward Coke, the Lord Chief Justice, in reply to a petition of the Corporation of Stratford-upon-Avon, issued a restraining order to the effect that there should be no further enclosing activities in the parish of Stratford. A copy of the order in Council Book B, p. 109, reads as follows: 14 April 1615 A Coppy of the Order made at Warwick Assises 27 Marij xiiio Jacobi R.

Warr § Vpon the humble peticion of the Baylyffe and Burgesses of Stratford vppon Avon, It was ordered at thes Assises that noe inclosure shalbe made within the parish of Stratforde, for that yt is agaynst the Lawes of the Realme, neither by Mr. Combe nor any other, until they shall shewe cause at open assises to the Justices

of Assise; neyther that any of the Commons beinge aunciente greensworde shalbe plowed upp eyther by the sayd Mr. Combe or any other, untill good cause be lykewise shewed at open assises before the Justices of Assise; and this order ys taken for preventynge of tumultes and breaches of

E. Among The Miscellaneous Documents, Stratford-upon-Avon (i, 107) is the letter of June 24, 1616, from William Combe to the Stratford-upon-Avon Corporation. This communication, relating to Combe's attitude toward the Corporation and toward the activities

[20] At night [January 11, 1615] m^r Replingham supped wth me & m^r W. Barnes was to beare him Company where he assured me before m^r Barnes that I should b[e] well dealt w[i]thall -as n confessing for [m]er p[ro]misses & th by himself m^r manneryng & his agree[ment] for me w[i]th my Cosen Shakspeare:

[21] 21 febr. [uarij] 1615. agreed and entred in the book at a hall that the enclosure should be made a Towne cause & be the charges be defrayed out of the towne revenewes.

[22] .2. Marcij. 1615. mr Chandlers man Richard Ward went to the place where they were dyggyng & Stephen Sly John Terry Thomas Hiccox William Whitehead & Michaell Pigeon assalted him soe as he could not proceede with throweing downe the dytches & Sly sayd yf the best in Stratford came were there to throwe yt downe he wold bury his head in the bottom of the dytche:

[23] 2 Apr.[ilis], [1615], mr Parsons being Alderman told me that mr Combe questyoned with him why he was soe agaynst the inclosure & he sayd as mr Baker hadd sayd to him they were all sworne men for the good of the Boroughe and to preserve their Inherytaunces & therefore they would not have yt sayd in future tyme that they were the men which gave way to the vndoeing of the towne telling mr Combe that all the .3. fires were not soe great a losse to the towne as the Inclosure would be.

.

Stratford had disastrous fires in 1594-96, 1598, 1614.

his Majesties peace; where of in this very towne of late upon their occasions there hadd lyke to have bene an evill begynnynge of some great mischief.

Edward Coke

It appears that after this court order of March 27, 1616, Mainwaring and Replingham dropped out of the activities in the Welcombe enclosure. Thereafter the matter was wholly on the initiative of William Combe, High Sheriff of the County.

for enclosing, with all its crafty shrewdness is exemplary: it carefully and frankly presents his own point of view and interests; it carefully analyzes the conflicting interests; it proffers means of taking care of any possible loss from its tithes that the Corporation might sustain in the event of enclosure of the Welcombe common fields. Replingham's agreement, October 26, 1614, with Shakespeare protected the poet in his moiety of the Stratford Tithes; and Combe's proffer, if accepted, would confirm that agreement.

The text of Combe's letter of June 24, 1616. is as follows:

To my verie louinge freinds and Kinde Neyghbours Master Bayliffe Mr. Alderman

and good vses I shall be vnwilling to deminish the same or to vndertake this Course wthoute Tenderynge to yor Consideracons a valuable and full satisfaccon for yt. wh I thoughte better to Committ to writeinge; and beinge written Comende

[24] 19 Apr.[ilis] W C[ombe] rayled at Laur[ence] Wheeler & Lewes Hiccox for plougheing w[i]thin the intended inclosure vt ait m! Barker mris. Reynoldes.

[25] 20 Apr.[ilis] they & m. an Nashe & many other t[enan]tes as is sayd ploughed therevpon their owne Land with w[hi]ch W C[ombe] was very angry.

[26] 14 Aug 1615 m. Barbr* dyed. Sept W Shakspeares tellyng J[ohn] Greene that I was not able to be beare the enclosinge of welcombe.

*This is not "Barker" as the Ingleby-Scott transcript has it: it is not the Barker of the Stratford Tithes and of the 1611 bill of complaint.

This Thomas Barber had been a conspicuous citizen of Stratford. For more than fifty years he had kept the Bear Inn, which was directly to one's left at the end of the causeway as one passed over Clopton Bridge and entered the town. The sign of the Bear was the "Bear and Ragged Staff" of the Dudley family. Barber was known as "Barber of the Bear." Both his first wife and his second were ardent Catholics and recusants; he himself, accordingly, was from time to time "suspect." Three times he had been elevated to the High Bailiffship; and perhaps he would have been elected a fourth time had not the religious persuasions of his second wife rendered impossible his holding the office

Barber was one of Stratford's citizens who doughtily championed the town's rights. He did not hesitate to take position against Sir Edward Greville and also against the Combes. And Thomas Greene gratefully recognized his support of the borough's interests. With a mark to emphasize the entry, Greene wrote in his Diary,

14 Aug. 1615 Master Barber died

In the Parish Register are two entries for the burial in the church—he was an alderman and, hence, had such right-which show that he had buried his Catholic wife only five days before:

Aug. 10 Joane vxor Thomas Barber gentlewoman Aug. 15 Thomas Barber gentleman

After Barber's decease, William Shakespeare sent a person named James (he may have been Peter James alias Taylor, who was Thomas Greene's clerk) to Barber's executors, on Thursday September 5, 1615, to discuss with them and, as the Diary says, to "agree with them" concerning what course they should take to protect advantageously "Master Barbers interest" in the Combe enclosure activities.

and the Rest of the Corporacon be theis ad.

Gentlemen hauinge greate want, both of pasture & Meadowe for necessarye mainteynance of hospetallitie & good husbandrie doe purpose God willinge for supplie thereof to lay downe what tillable land I lawfully may about welcome: Now for asmuch as this convertion may be p9iudiciall to yor Tyth belongeinge to yr Corporacon wch you say is geven to many Charitable to yor graue vnderstandg then oretedions to deliuer to you, for in Speech many things may be mistaken or misvnderstood or question may be made of the Aformance to anoyd all with Inconveynience I haue writt as followth.

The principall reasons why you Conceaue this inclosier may be hurtefull to yor Corporacon I vnderstand to be Three.

- 1. ffirste in respecte of yor Tyth
- 2. Secondlye yor Highwaies
- 3. Lastly the decaye of Tillage
- 1. To the first I will make you this offer that if you will ocuer those fewe freeholders interrested to accept of a reasonable satisfacco for their land and Comon whin the plott I desier to inclose, lett yor Tyth be vallued by fowre men Two for yowe and as many for mee and what they shall Judge yt to be yerelye worth beinge all kept in Tillage as yt is nowe I will giue you land of as good value lyeinge in the Comon feilds of Stretford to povent all further inclotier yf any shall euer heareafter be attempted.

And if you like not of this offer lett you Tyth be vallued as aforesaid and what it shalbe estemed to be worth, I will gieve you as much in yearely Rente to be paid out of any land I have.

Yf neyther of theis will geue you Content because I would free myself from all just exception I will make you this further offer whereas ye place I desier to inclose doth not Contayne aboue seaven yeard land proportioninge them to other ordinary yeard lands in our field of wh seauen a Third or fourth pte at least eugie yere lieth follow. I will geue you for yor Tyth of that land beinge but Seauen yeard land in the whole: Where of you Can have butt Three ptes eu9ie yere in Corne: the tyth of Drayton weh is Eighteene yeard land whin the same pish soe that nowe you cannot truly say this inclosure will be hurtfull to you Tyth vnlesse you wilbe occation of you owne losse in refusinge to accept of any of thees offers weh in Curtesie I have apposed

To the second objection for yor highwoies wheras the whole pish is equallie Chargeable for repair of them I will ffree them of that burden and mende all highwaies that be within this plott at my owne Charge for ever.

To the Third and last objection Concerninge decay of Tillage because there was never p9sident seene that a man seised of an absolute and ffree estate should depriue himself of that libertie and be bound to husband his land to the Contente of a Third Pson, I shall be loth to make my self the first Example in that kinde leaste the world should wonder at my follye in respecte I may lay downe if not inclose by lawe this land whout yor leaves: Butt admitt in Stricte poynte of lawe I cannot make a ditch about my land yett I cane

lay yt downe and haue a seruant to keepe my Cattell and this laying downe of Tillage hurte yor tyth not the Makinge of a ditch for that doth but saue me a mans wages: yf by lawe I may not Iustifie the layinge downe of Tyllage for such vses as I will Imploye yt, then will I new desier to inclose, if I may lawfullye doe yt, I thinke you much wronge yor Tyth Tyth by refusing this offer, Thus much will I further say to Giue you satisfaccon that yf you will Creditt the faithfull optestacon of an honeste Man I doe purpose god willing to keepe in Tillage half or a Third pte at leaste of all the land that yearelye beareth Corne.

Soe that nowe the poynte as I conceaud that is worthy yor Consideracon whether you had better in Courtesie and in a peaceable manner to accept of any of theis offers I haue proposed vnto you or endeuour to hinder me in a thinge I may lawfully doe and beinge done as you say will be very p⁹iudiciall to yor Corporacon.

Those that haue posent intereste of tythes whin this place shall haue reasonable satisfaccon for them if this inclosier goe one, as flower indifferente men shall Judge to be worth eyther in yearelye Rente or a Sume of Mony.

Yt May be obiected by some that the ffreholders and tennaunts Cannot soe well mayntayne their Tyllage yf I inclose pte of the Greenesword wherein they haue Comon to the weh I make this Answere.

That inrespecte of the Comon I inclose yf it be valved to keepe flower hundred sheepe I will abate fliue and for euery Twentie beasts I will take away Thirtie and Ease the feild of more Cattell then the Comon I take in will keepe soe that ye tents and freeholders Comon will be rather much bettered than Impayred by this Inclosure.

Same I doe likewise Imagine will be the rather agaynst this busines because they doe thinke not to haue such libertie as formerly they haue had in digeinge of sande they may as lawfullye doe it when it is inclosed as now and all one butt this libertie you shall haue that yf any of the better sorte of yor Towne haue for the necessary repayere of their howses neede at any time to use sand they shall haue ffree libertie to fech it there fillinge vpp the places agayne, tyt they be not dangerous for Cattell.

I thinke yt likewise Convenient to acquainte you how farr I desier to inclose, that is from the Gospell bush alonge to ye Dyngles and soe vpp the highway that goeth from Welcome to Clapton gate leauinge out the hills about Beggers Bush and Braggs Bush and all under Roweley weh before the Dytch went about.

Thus you may Pccauc by many and large offers I wish noe hurte to yor Corpporacon but would purchase yor loues & my owne peace at a deare rate: for I follow the affitt Dauids Counsell to seeke peace and followe it, and he saith alsoe asmuch as in you is have peace with all men. Thus much I thought good to make knowne vnto you that if the Course I take about the vsuage of my land fall out to be hurtfull to yor Tyth I can satisfie my Consience yt is longe of yor owne wilfullnes and that I have Desyred yor loues more then yor losts as may appeare by thees my offers weh I would wish you advisedly to Consider of; and that we may practice as well as pfesse religion in all our Accons.

Soe Desyrynge yor answere likewise in writeing I doe leaue for this time further to trowble yow with this ptestacon that if there be a mutuall and reciprocall loue betweene vs none shalbe more glad to entertayne yt & more redye to Deserue yt, then

ffrom Oldchurch this 24th

of June 1616.

Your assured poore freind & Lovinge neighboure W. Combe

26: Junij 1616. Dd in at a hall by Mr. John Rogers as from Mr. High Sheryff

F. In the Stratford - upon - Avon Corporation records (Council Book B. p. 310) is a letter of "26 Junij 1616," from the Corporation to William Combe, "Mr Highe Sheriff," in solicitous reply to his letter to them of June 24 (E, above). The Corporation, whatever its deliberations in session, in this reply, rather slights, perhaps ignores, Mr. Combe's proffer and reiterates its concern: (a) they wish peace with Mr. Combe; (b) they have felt it their duty to withstand any enclosure; (c) and pray "as formerlie Mr. Sheriff that there may not bee anie Inclosure nor Course taken for the hurt of this boroughe." From Greene's Diary (see [14], Document 236) it is clear that the matter of the income from tithes for the poor and the almshouses was a serious matter. This communication of June 26, 1616, to Combe's communication of June 24,

1616, is a diplomatic reply to a shrewd and crafty High Sheriff who was a landed gentleman of the community both influential among persons of consequence and zealous in behalf of his own interests.

Here follows this letter from the Corporation dated June 26, 1616, to William Combe.

26 Junij 1616.

The Companie theire Answere to Mr Highe Sheriff his L'res of the 24 of this June ys that they desire his love with as much true hearts affeccon as by wryteinge may bee expressed, and where they were before at peace they doe earnestlie entreat that they may enioy theire wonted peace, and that they doe in all religious manner seeke and ensue: beinge vnwillinge against all reputacon nowe to bee a meane to procure anie other to further that which they have all this while in dutie (they hope to the pleasure of Almightie God) endevoured to withstand prayinge as formerlie Mr. Sheriff that there may not bee anie Inclosure nor Course taken for the hurt of this boroughe hopeinge that without offence or blame they may be all lawfull wayes and reasonable meanes withstand and hinder the intended Innovacon at Welcombe.

G. The Wheler MS, in the Birthplace Museum, has the letter, of December 23, 1616, from William Combe to the Corporation in which he explains that he had given restrictive instructions to his own workmen in digging ditches in the Welcombe district and he chastises the Corporation for making complaint against his activities in digging. It reads as follows:

Mr. Bayle: I did especiallie charge my workemen that they should not dige enie parte of the common because I would not giue you nor the rest of the freeholders enie iust exceptions, and if they have exceeded there commission, what you like not of shall be altered; but if they have diged vpon mine owne lande, which I thinke they may lawfullie doe, both by the law of god and man, for the preseruation of corne, and auoidinge of vnnecessarie suites which may growe for want of a mounde betweene the rium and the more: I hope you will not out of your christian profession, (if yt weare in your power,) goe about to hinder yt: I pray

you therfore, let my workmen, with your love, continue at ther labour, beinge to soe good ende: And doubt not but if you be of a contentious speritt you shall sometime duringe life haue better occation to except against—And soe desiringe to remaine your freinde, if you giue me noe other cause, doe rest

23 Dec. 1616. Your neybour Superscribed. Wi Combe

To Mr. Bayle of the Borough of Stratforde be theis deliuered.

H. On December 24, 1616, Henry Smith, High Bailiff of the Corporation, addressed a sharp letter (now in the Wheler MSS) of reproof in reply to Combe's letter of December 23, 1616. He directs Combe's attention to the late order (March 27, 1616; see D, above) of the Lord Chief Justice forbidding all digging of ditches in the parish of Stratford. It reads as follows:

Mr. Baylyes answere to mr. Combes Lres of Dec. 1616.

Sr You might yf you pleased take notice that whether the place be yor owne or noe you may not by digginge of ditches diminishe or hinder other mens Comons, you are not ignorant of the late Lord Chief Justices Order by yor Consent made for p⁹ventinge of tumult whereof there was an vnhappie begyninge, yf yor vnlawfull caryage in such diggynge move not yor Conscience blinded as yt seemeth with a desire to make yor self Riche by other mens losse, nor the Contynuall most grave and godlie Charge of the Judges at the Assises, nor the mynysters Threatnyngs against Inclosures, nor the many suits have beene in all respectfull and loveinge manner made vnto you not to worke harme to soe poore a Corporacón and wronge to soe many men as have Comon may not move you to desist, I pray you give leave that such Course and suites bee vsed against you and yor Diggers as may Cause you see yor p⁹sent and former errors, prayinge you not to accounte yt contencon for men by lawfull meanes to defend theire auncient rights, but by lookeinge homeward to Confesse that the authors of strife are the begynners of newe thinges. Thus prayinge you lett vs of Stratford and myself in especyall to have yor love, I rest

one ever desirous of yor love and of peace 24 Dec. 1616. Henry Smith, Bayliffe. To the worp¹¹ my much honored ffreinde William Combe Esquire theis bee dd wth speed.

I. In the Privy Council Register, IV, James I, folio 100, is a letter, dated February 14, 1619, signed by the Archbishop of Canterbury, the Lord Chancellor, and others, to the Master of the Rolls and Sir Edward Coke, knight, suggesting that they call both parties to the Welcombe enclosure controversy before them for hearing of the case. The letter reads:

By the enclosed peticon you shall perceive the complaynt made vnto vs on the behalf of the bayliffes & burgesses of Stratforde vpon Hauen in the County of Warwick concerning an inclosure of 400 acres of arable lande intended to be tourned into pasture by one William Combe of Welcombe in the said parish [of] Stratforde to the prejudice of the tythes of corne & grayne imployed to divers charitable vses the particulars whereof will by the peticon appeare vnto you. Forasmuch as wee finde that you are already acquainted wth this Cause & that at the Assizes in Lente 13 of his Matie vpon a peticon there exhibited it was then ordered that no such inclosure should be made there nor any decay of tyliage admitted vntill good cause should be shewed to the judges in open Assizes to the contrary. And that the same order was likewise confirmed by the Judges there 15° of the Kinge. Wee have thought meete hereby to pray & require you taking to your assistence the justices of Assize of the County of Warwicke if yow shall so think fitt to call aswell the said Combe as the peticioners before you & vpon hearing of the cause to order such a course therein for releife of the peticoners as shalbe agreeable to justice or otherwise to certifie vs yor opinion of the same that such further order may be taken as shalbe meete. And so, etc.

J. Privy Council Register, IV, folio 127, contains the final court order relative to the Welcombe enclosure. The Stratford-upon-Avon Corporation Records (Miscellaneous Documents, ii, 6) has a copy of the executive order from Lord Edward Coke and others high in authority reconfirming the order of the Warwick Court of Assizes of March 27,

1616, to the end that there should be no enclosures in the Parish of Stratford. This order, dated March 12, 1619, especially directed to William Combe that he once and for all desist, "Whereof you may not fayle as you will answeare the contrary at yor perrill," and so ended Combe's activities in enclosing the common fields in Welcombe. The whole procedure thus resulted in victory for the Corporation and for the folk of Stratford borough. The court order reads:

A L're to William Comb esqr.

It is not vnknown vnto you what course hath ben held here in the examinacon of the Complaint exhibited to this Board against you, on the behalf of the Bayliffes and Burgesses of the Towne of Stratforde vpon Hauen, concerninge the incloseinge of a quantitie of arable Launde, convertinge the same into pasture, and other proceedyngs of yors therein, to the great p⁹iudice both of the Church and the poore of that Towne, in takeinge away the Tythes of Corne and Grayne, imployed in diuers charitable and publicke vses there. And forasmuch as it appeareth that there have ben certaine Orders conceaved and sett downe in this case by the Justices of the Assize of that Countie, with consent of all parties, prohibitinge anie Inclosure of those Laundes, convertinge the arable grounde into pasture, and ploweinge vp of the greenesworde of the Meeres and Banckes. It is held meete and just that those Orders bee confirmed, and that whatsoever hath ben since comitted or done contrary to the same bee forthwth reformed: And therefore wee doe hereby straitly charge and require you to take p⁹nte order; that the inclosures contayned in the Certificate of Sr Richard Verney &c, and weh haue ben made contrary to the foresaid Orders sett downe in open Assizes, bee forthwth layd open as formerly they were: As alsoe that the lannde converted into pasture, bee againe made arable for Corne and grayne, according to the course of husbandry there: And lastly that the Meeres and Banckes be restored, and made perfect. Hereof wee require you to have that care as is meete, and to see theis direccons fully accomplished and observed, vntill such time as the Justices of Assize for that Countie shall vpon Judiciall heareinge take other order herein. Whereof you may not fayle as you will answeare the contrary at yor perrill. And soe &c.

Signed by the

Lo: Archbishop of Canterburie

Lo: Chmberlein

E: of Arundell

Mr. Treasurer.

Mr. Secretarie Naunton

Mr. of the Rolles:

Sr. Edwarde Coke Vera Copia Exs: C. Eglmongley

March 12, 1618

The location of the Welcombe territory intended for enclosure-Greene's Diary in one place says "600" lands (small farms) and in another says "504" lands; Combe's letter says "400"—may be identified from an old map and from local place names with some degree of confidence. The Welcombe area, which consisted of both (a) arable or plowlands and (b) greensward or pasture lands, centered mainly around the hamlet of Welcombe only a few miles north of Stratford. From a plat that appears to be as old as the time of the enclosure a map was traced by Halliwell-Phillipps and reproduced in his Outlines (I, 250-51). The old plat (the original once owned by George Lloyd, Esq.) was once the possession of R. N. Phillipps, Esq., of Welcombe, who placed it at the disposal of Halliwell-Phillipps. A map of the Welcombe district executed in 1832 (reproduced by Ingleby, Shakespeare and the Enclosure of Common Fields at Welcombe, p. xiii; it provided also in the upper left corner the Phillipps plot, by which arrangement the two maps may be studied comparatively) provides rather reliable data and may be supplemented by the modern ordinance maps which sometimes confirm locations, lines, distances, etc. In general, the location of the Welcombe area was identified as "the north part of the field of Old Stratford, Welcombe and Bushopton." Note that there is no Stratford in this description. It lay mostly in the Welcombe hamlet, and north of the well-known road from Stratford to Warwick and west of the present Welcombe lodge. In Halliwell-Phillipps' Council Book B (1864, p. 105)

a rather definite description is given: "yt seemeth the intended inclosure is to be the north part of the field of Old Stratford, Welcombe and Bushopton towardes Warwicke, leadyng from a certayne gate called Clopton Gate to a certeyne Bushe within the fieldes of Welcombe aforeseyd called Beggars Bush alias Braggs, along by a peece of land of Sir Frauncys Smyth Knight in the occupacion of Edward Hunt, directly to the upper end of a furlong of tyllage ground there lyeing under Rowley, and so along by the over end thereof to the Dyngles, and so directly to the end of a quicksett hedg there lyeing between Trinity peece and Knightes Furlong, and so from thence to a hade called the Slynge, and alsoe two earable landes more lyeing in Forde Grene, betwen the land of our Soveraigne Lord the King on the West syd and the land in the occupacion of Anthony Nashe on the east syde." On this 1832 map of Welcombe the local places are identified by capital letters thus: A is Clopton Gage; B is Beggars Bush; C-D are the boundary of Rowly; E is the Dyngles; F is the Slynge. From this map it may be observed that the Stratford-upon-Avon Corporation owned land definitely within the "enclosed" area. The Combe ditch (see Greene's Diary) of 1615, if completed, would have gone nearer Stratford to the west.

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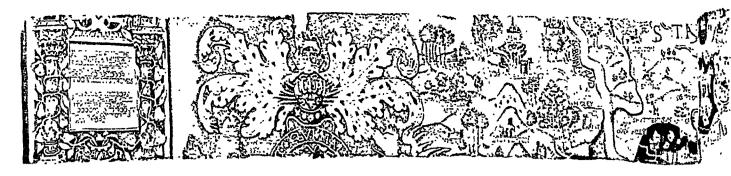
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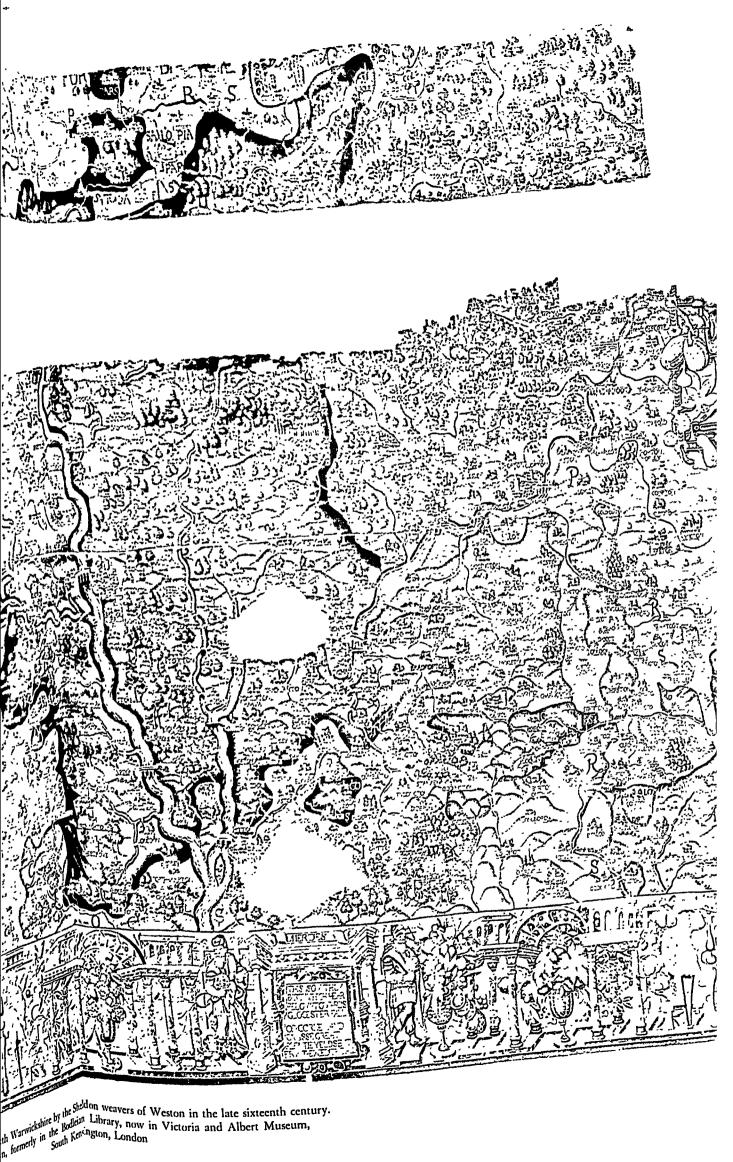
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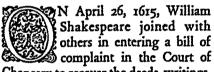
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XCV

THE BILL OF COMPLAINT RELATIVE TO THE BLACKFRIARS PROPERTY, 1615



Chancery to recover the deeds, writings, etc., relative to the Blackfriars property conveyed to him in the purchase deed of March 10, 1613.

To Professor Charles William Wallace of the University of Nebraska belongs the credit for discovering the three documents relative to this suit in the Court of Chancery. The original bill of complaint dated April 26, 1615, the answer dated May 5, 1615, and the decree of the court dated May 22 [1615],

[DOCUMENT 237]

[BILL OF COMPLAINT ENTERED BY WILLIAM SHAKESPEARE AND OTHERS RELATIVE TO THE BLACKFRIARS PROPERTY, 1615]

xxvj^{to} die Aprilis 1615 Saunders

To the Right Honorable Sr Thom's Egerton knight Lord Ellesmere and Lord Chancellor of England

Humblie Complayninge sheweth Vnto yor Honorable Lop yor Daylie Oratores Sr Thom's Bendish Baronet Edward Newport and Willyam Thoresbie Esqr Robt Dormer Esquior and Marie his wife Willyam Shakespere gent and Richard Bacon Citezen of London That Whearas Yor Orators be and are seu allye Lawfullie Seised in there Demesne as of ffee of and in One Capitall Messuage or Dwellinge howse with there app ten nces with two Court Yardes and one void plot of grownd sometymes vsed for a garden on the East pte of the said Dwellinge howse and so Much of one Edifice as now or sometymes served for two Stables and two haye Loftes over the said Stables and one litle Colehowse adioyninge to the said Stables Lyinge on the South side of the said Dwellinge howse And of another Messuage or Tenemte with thapp ten nces now in the occupacion of Anthony Thompson and Thoms Perckes and of there Assignes & of a void peece of grownd

are all in the archives of the Public Record Office in London. Professor Wallace printed them in extenso in The University Studies of the University of Nebraska (V [1905], 347-56). They were printed also in the Standard (October 18, 1905) and in Englische Studien (XXXV [1906], 56-63). Contrary to Professor Wallace's views that the suit was the result of a quarrel, it actually appears to have been a friendly one on the part of property owners and of William Shakespeare to recover what was legally his—namely, the legal deeds, writings, escripts, etc., which gave title to his Blackfriars property, the deed of purchase for which had actually conveyed these items to him on March 10, 1613. Matthew Bacon, son of Anne Bacon, seemingly came into possession, on his mother's death, of some legal papers which had to do with title of a good deal of the Blackfriars property. The owners of the several properties (William Shakespeare among them) joined in a friendly suit to require Matthew Bacon to surrender these papers to whomsoever each belonged. It is to be noted that Lock was the barrister for the complainants and Blakwell the attorney for the defendant. According to the decree of the court, William Shakespeare was not necessarily the main complainant-indeed in the decree his name is not specifically (only as one of the "alii") listed among the complainants.

whervppon a Stable is builded to the said meassuage belonginge and of seu⁹all othere howses Devided into seu⁹all Lodginges or Dwellinge howses Toginther wth all and singuler Sellors Sollers Chambers Halls plors Yardes Back-sides Easemtes pftes and Comodityes Hervnto seu⁹allie belonginge And of Certaine Void plots of grownd adiovninge to the said Messuages and p⁹misses aforesaid or vnto some of them And of a Well howse All w^{ch} messuages Tenemen^{ts} and p⁹misses aforesaid be Lyinge wthin the pocinct of Black ffriers in the Cittye of London or Countye of Midd late the Messuages Tenemtes and enheritances of Willyam Blackwell thelder Henrie Blackwell and Willyam Blackwell the Younger of Ann Bacon or of some of them Vnto wch foresaid Capitall Messuages Tenemtes and p⁹misses aforesaid seu⁹all Deedes Chres Letters patentes Evidences Munimtes and Wrightinges be and are belonginge and app9teyninge and do belonge vnto Yor Orators and Doe serve for the pringe of Yor Orators Lawfull right title int est and estate in to and vnto the foresaid Messuages and p⁹misses All w^{ch} foresaid Letters patentes Deedes Evidences Chres munimtes and Wrightinges aforesaid were left in trust wth Ann Bacon deceased for and vnto the vse and behoofe of Yor Orators Now so Yt is May Yt please Yor Honorable Lop: that the said Ann Bacon beinge latelie Dead and Mathy Bacon beinge her sole executor the foresaid Letters patentes Deedes Chres and Evidences Munimts and Wrightinges aforesaid be since her Death come vnto and now be in the handes and possion of the foresaid Mathy Bacon who doth not Clayme any right estate or int⁹est at all in or vnto the foresaid Messuages or Tenemtes Yet neu9theles the said Mathy Bacon Knowinge the Messuages Tenemtes Letters patentes Deedes Evidences Chr es Munimtes and Wrightinges aforesaid to be belonging and onelie to belonge to Yor Orators Doth neu9theles Wthhould keepe and

Deteyne awaye from Yor Orators the foresaid Letters patentes and other Deedes Evidences Chres Munimtes and Wrightinges aforesaid and will not deliu9 the same vnto Yor Orators Wherby Yor Orators be in great Danger for to Loose and be Disinherited of the messuages Tenemtes and p⁹misses aforesaid In tender Consideracon Wherof and forasmuch as Yor Orators have no remoudye at and by the Course of the Comon Lawes of this Realme for to have the said Letters patentes Deedes Chres Munimtes Evidences and Wrightinges Deliu⁹ed vnto Yor Orators for that yor Orators Doo not knowe the Certaine Dates nor pticuler Contentes of them nor Whither they be in Box Bag or Chist sealed or Locked Therfore that the said Mathy Bacon maye make Direct Answere vnto the p⁹misses and maye set Downe expresslie what Lettrs patentes Deedes Evidences Chres munimtes or Wrightinges he hath in his handes or knoweth where they be w^{ch} Conc⁹ne Yor Orators or the Messuages and p⁹misses aforesaid or any of them and the same maye bringe into this Honorable Court to be deliu9ed vnto Yor Orators Maye Yt please yor Lo:p to grant to Yor Orators his Mates most gracious writt of Subpena and also of Ducens tecū vnto him the said Mathew Bacon to be Directed Comandinge him therby at a Certaine Daye and under a Certaine payne therein to be Lymited \$\P\$ sonalli to be and appeare before Yor Lo:P in his Mates high Court of Chancerie then and there for to make Answere vnto the p⁹misses and also to bring wth him the said Letters patentes Deedes Evidences Chres and Wrightinges into this Honorable Court and to stand to and abide such further Order therin as to yor Honorable Lo: P shalbe thought fitt And yor Lops Daylie Orators shalbe in all Dewtye Bownd to pray for yor good Lo:p in all health and happines long to Contynue.

Lock

In fact, the suit appears to be concerned with the title of the larger Blackfriars estate of which Shakespeare's holding was but a parcel. The high social standing of the group of complainants suggests a corresponding high social atmosphere of the Blackfriars district.

These three documents, the bill of complaint, the answer, and the decree

of the Court of Chancery, have been reprinted in excerpt in Tucker Brooke's Shakespeare of Stratford (1923, pp. 78-81), and in full in E. K. Chambers' William Shakespeare (1930, II, 159-64). As examples of legal documents these are excellent. The lawyers who drew up this bill, this answer, and this decree were informed and skilled barristers.

The transcript here given is complete and has been collated with the excellent one of Professor Wallace and the reprint of Chambers.

A. The bill of complaint, dated "xxvj" die Aprilis 1615," in Bundle B 11, No. 9, of Bills and Answers, James I, of the Court of Chancery, is here given as Document 237.

[DOCUMENT 238]

[MATTHEW BACON'S ANSWER TO THE BILL OF COMPLAINT RELATING TO THE BLACKFRIARS PROPERTY, 1615]

Jur 5 Maij 1615 Mat: Carew Pennyman

The answeare of Mathye Bacon gent Defend^t to the bill of complaynte of S^r Thomas Bendish Baronett Edward Newport esqr william Thoresbye esquier Robert Dormer esquier and Mary his wife william Shakespeare gent and Richard Bacon Citizen of London Compltes.

The said Defendt savinge to himselfe nowe and all tymes hereafter all advantage and benefitt of excepcion to all and every the incertenties & insufficiencies of the said bill of complaynte saieth that hee thinketh it to be true that the said Compltes are lawfullye severally seised in theire Demesne as of fee of and in one capitall messuage or dwellinge house with thappurtenances and other the tenementes Stables edefices and voide groundes menconed in the said bill of complaynte and likewise thinketh it to be true that the same were late the messuages tenementes and inheritances of William Blackwell the elder deceased Henry Blakwell and william Blakwell the yonger and of Anne Bacon deceased mother of the said Defendt or of some of them And this Desendant further saieth that hee doth not nowe clayme to haue any estate right title or interest of in or to the said p⁹misses or any parte or parcell thereof And hee also saieth that one ires patentes and certeyne deedes evidences writinges and mynumentes concernynge the said messuages tenementes and other the p⁹misses menconed in the said bill of complaynte or some of them are come to the custodie & possession of this Defendt as executor vnto the said Anne Bacon his mother But this Defendt denieth that the said tres patentes evidences writinges and mynumentes or any of them were left in trust with the said Anne Bacon for and to the vse and behoofe of the said Complayntes, or any of them to the knowledge of this Desende in any such manner as in the said Compltes bill is sett forth and alledged And this Defendt further saieth that hee doth not certeynclie knowe whether the said Ires Patentes evidences writinges and mynumentes doe onlie belonge vnto the said Complaynantes or any of them or to any other Fson or Fsons aswell as to the said Comples. And therefore hee this Defendt hath deteyned the same vntill such tyme as hee may be lawfully and orderlie discharged thereof vpon his deliu9ie of the same And soe as hee may be discharged and saved harmles from all further trouble charge and damage weh maie hereafter happen vnto him for or concernynge his possession of the said

It is to be noted that: (1) Sir Thomas Egerton, Lord Ellesmere (of the beautiful Ellesmere MS of Chaucer fame) and Lord Chancellor of England, is the addressee. (2) Sir Thomas Bendishe, Baronet, Edward Newport and William Thoresbie, Esquires, Robert Dormer, Esquire, and his wife Marie, William Shakespeare, gentleman, and Richard Bacon are the complainants. (3) Matthew Bacon, son of Anne Bacon, is the defendant. (4) The complainants are possessed of certain property or properties (with rights and appurtenances thereto) in Blackfriars, London. (5) Of the earlier owners, one Anne Bacon had some deeds, writings, charters, letters patent (no doubt the 1547 patent of the property discussed in connection with the purchase deed, etc., relating to the title, rights, etc., to their properties, see chapter lxxxix, above). (6) On her death these had passed to her son Matthew Bacon, by virtue of his having been appointed her executor. (7) Matthew Bacon makes no claim to any rights in the properties. (8) Nevertheless, Matthew Bacon withholds these legal instruments from them, the owners of the properties. (9) Matthew Bacon will not deliver them "vnto Your Oratours." (10) The complainants do not know whether they be in "Box Bag or Chist sealed or Locked"-hence they cannot set down expressly what the documents arc. (11) They ask the Court of Chancery for a writ of subpoena also of duces tecum unto the said Matthew Bacon directing him to produce the legal documents before the court. (12) Lock is the complainants' attorney.

B. The answer of Matthew Bacon to the complainants' bill of complaint, dated "5 Maij 1615," in Bundle B 11, No. 9, of Bills and Answers, James I, of the Court of Chancery, reads as shown in Document 238.

It is to be noted that: (1) Matthew Bacon, gentleman, the defendant, answers direct to the items of the bill of complaint. (2) Bacon admits that the complainants own the Blackfriars properties. (3) Bacon admits he has no rights

² The original manuscript is the choice possession of the Huntington Library.

of his own in these properties. (4) Bacon says "one lettres patentes and certeyne deedes evidences, writinges" have come into his possession through his being the executor of the estate of his mother Anne Bacon. (5) Bacon denies that these legal documents were left in trust for the complainants as alleged in the bill. (6) Bacon has detained them until he is lawfully ordered how to dispose of them. (7) He is ready to surrender them on the court's order. (8) Blackwell is the defendant's attorney.

C. The decree of the court, dated "xxij Die Maij [1615]," in Decrees and Orders, Vol. 1614^A, p. 1074, is here given as Document 239.

It is to be noted that: (1) William Shakespeare is not specifically listed as one of the complainants addressed by the court—he appears as one of the "alii." (2) Mr. Richard Moore is the plaintiffs' counsel. (3) The decree repeats that the complainants do own Blackfriars property, that via Anne Bacon's will certain "lettrs Patentes Deedes evidences" came into the possession of Matthew Bacon, and that the defendant seeks no title in the properties. (4) It recounts that Matthew Bacon desires that he be given legal court direction as to the disposal of these legal instruments. (5) The court orders that the defendant shall bring the documents into court.

From the listing of "one lettres patentes" with the other materials, it is fairly safe to conclude that these materials were the basis for Folger MS 448 (Halliwell-Phillipps' Calendar of Shakespearean Rarities, No. 165) "Old Abstract of the Title to Shakespeares Blackfriars Estate" discussed in connection with the Blackfriars Deed (chapter lxxxix, above). This "one letters Patentes" must have been the old Patent of Edward VI, December 12, 1547, for the Blackfriars property to Sir Francis Bryan. This abstract was once in the Fotherstonhaugh family possession and from that family were recovered both the Blackfriars purchase deed and the mortgage deed. The earlier documents on which the Abstract was based had disappeared by the time that Halliwell-Phillipps came into posires patentes deedes evidences writinges and mynumentes hee this Defend^t is and wilbe readie to deliver all such ires patentes evidences writinges and mynum^{tes} concernynge the p⁹misses as came to the custodie and possession of this Defend^t to his knowledge and doe of right belonge vnto the said Complaynantes or any of them, vnto such pson or psons and in such sorte as this Honorable Co^{rt} shall order and thinke meete without that that anie other matter or thinge in the said bill of complaynte menconed materiall or effectuall in lawe to be answeared vnto And herein before not sufficiently answeared vnto confessed and avoyded traversed or denied is true All w^{ch} this Defendante is and wilbe readie to averre maynteyne and prooue as this most honorable Court shall awarde And Humblie prayeth to be dismissed forth of the same with his reasonable costes and charges in this behalfe most wrongfully susteyned.

BLAKWELL

[DOCUMENT 239]

[DECREE OF COURT OF CHANCERY RELATING TO THE BLACKFRIARS PROPERTY, 1615]

xxij Die Maij

Thomas Bendishe Kt & Baronet Edward Newporte et al ples Mathias Bacon gent Def^t Whereas this Corte was this p⁹nte Daie informed by mr Rchard Moore beinge of the p^{les} Counsell that the said p^{les} beinge seised in ffee of one Cappitall messuage with the appurtenness scituate in Black fryers and that Divers the lettrs Patentes Deedes evidences Chr[^]es mynum^{tes} and writinges concerninge

the same Did heretofore come vnto the custodye of Anne Bacon, the Def^{ts} mother as executrix to her mother whoe latlie Dyed and made the Deft her executor and that by meanes hereof the said letters Patentes Deedes evidences and Chers mynumtes & writinges are nowe Come vnto his handes for obteyninge whereof the said ples have exhted there bill into this Corte wherevnto the Deft haveng Aunswered doth by his said Aunswere Confesse that one letters Patentes and certeyne Deedes evidences & writinges & mynumtes concernenge the said messuages and p⁹misses in the bill menconed are come into his handes and possession the said deft not makeinge any Title therevnto but desiringe that he maye be orderlie dischardged thereof vpon delivery of the same as this Corte should thincke fitt, and therefore It was desired that the said letters Pattentes and other the deedes evidences and writinges soe Confessed might be brought into this Corte vppon the defts oath It is threvppon ordered that the said deft shall bringe into this Corte all the said letters Patentes deedes evidences writinges & mynumtes soe by him Confessed to be in his custodye or possion vpon his oath here to remayne to be disposed of as shalbe meate and for that purpose the pltes maye take proces against the deft if they will.

session of it. That Abstract, however, provides a fairly clear and reliable history of the Blackfriars premises, a "parcell" of which Shakespeare purchased on March 10, 1613.

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XCVI

WILLIAM SHAKESPEARE'S LAST WILL AND TESTAMENT, 1616

relating to Shakespeare, none is fraught with so much significance as his last will and testament. Such a document was not prepared in haste, nor without thought. It more than any other one thing epitomizes the spirit of the man and mirrors his personality. His business astuteness and the hopes and ambitions of his busy life here find virile and definite expres-

and the hopes and ambitions of his busy life here find virile and definite expression. Rowe said (1709) that the spirit of the man is to be found in his works. Rather, the essential spirit of William Shakespeare is to be found in his will, its preparation constituting virtually the last act of his active life only a few weeks before he died. The legal instrument

warrants careful and special study.

The present study is based on a critical examination of several thousand wills, from that of Alfred the Great (†901) to that of Sir Walter Raleigh (†1618). Also a firsthand acquaintance with the legal treatises of the day, particularly those bearing on testamentary documents, and with the activities of Probate and Prerogative Courts has been secured in connection with Shakespeare's will.

The story of the provenance of Shake-speare's will is very brief. Not until 1747 did it come to light, and then it was found exactly where such a document should be found—in the Registry of the Prerogative Court of Canterbury in Somerset House in London, where it reposes at the present moment. One wonders why it had not been discovered before. In 1747 Rev. Joseph Greene of Stratford-upon-Avon found the docu-

ment among the wills in the Doctors' Commons in London. It had lain there, in all likelihood, since June 22, 1616, when it was probated by John Hall and his wife, Susanna Shakespeare, the executors. At the time of its discovery, the three sheets of which it is composed were "joined together in the middle of the top margins which [were] covered with a narrow strip of parchment," Since their discovery the three sheets have been separated. At present, in a vault of solid masonry (the "strong room" of the Prerogative Court of Canterbury) below the level of the ground floor, this choice possession of the English people has its special repository. Each of the three sheets is placed flat between two panes of glass mounted in a special wooden frame. An iron rod is fixed to the rear of this frame, so that it may be turned like a leaf in a book. By this arrangement, both sides of each sheet of the will may be examined. As nearly as possible, except when the document is being examined, all light is excluded. These three pages, mounted thus, are enclosed in a specially constructed glass-covered case. The frames themselves are never unlocked. On making proper official arrangements, duly accredited scholars may examine the will.

¹The probate of wills in Elizabethan times was, of course, under the jurisdiction of the Church. The Probate Court was presided over by the bishop of the diocese. The Prerogative Court was that of either the Archbishop of Canterbury or the Archbishop of York and had jurisdiction in all cases of wills or administrations where the deceased left goods of any value in more than one diocese. In 1857 the Court of Probate took over the functions of both of these courts (20 and 21 Victoria, c. 77).

A. The physical make-up and appearance of the will warrant attention. (1) The document consists of three sheets. (2) It is of paper and not of parchment. (3) It shows the effect of much abrasion, wear, and perhaps even misuse. (4) It has been carefully mended and its many wrinkles have been somewhat effectively smoothed out. (5) It is yellowish and brown-spotted, from age and exposure. (6) The first and third leaves are in a poorer state of preservation than the second. (7) The bottom part of the first page is in the worst condition of all-damp, mold, and wear have nearly obliterated the script, including the poet's autograph signature at the extreme bottom left. As to the three sheets of paper: (a) sheet 1 is $12\frac{1}{8}$ by 15% inches; sheet 2 is 121/2 by 15% inches; and sheet 3 is 121/4 by 151/8 inches. (b) The three sheets are each of a different make of paper-a foreign make—as shown by the textures and by the fact that sheets 1 and 2 have different watermarks, whereas sheet 3 has no watermark at all. (c) The paper is what was commonly known as letter "pot" paper, so named from the design of the watermark. (d) The watermarks on sheets 1 and 2 are reproduced in facsimile in Howard Staunton's Memorials of Shakespeare (1864) and in S. A. Tannenbaum's Problems in Shakspere's Penmanship (p. 103). (e) The paper is handmade, but neither the exact date nor the manufacturer has been determined. (f) The paper at present is, of course, more or less delicate and fragile. (g) The third sheet has received most of the corrective mending, and its corners (especially the upper ones) show most wear and breaking off.

The three sheets have suffered considerably from folding. The folds and consequent breaks and abrasions are common to the three pages. This shows that the three sheets were folded with the three pages of paper as a unit. A critical study of these folds suggests that the group of sheets was first folded by turning the bottom part over the upper part, thus making a document (approximately 8 by 12 inches) half its original size, with the writing of the upper part and of the lower part in contact face to face. This "half-size" document was then again folded in like manner, making a package approximately 4 by 12 inches. This order of folding has been determined from a study of the transverse folds, very much creased with many delicate wrinkles, and from the darker color of the parts of the paper thus exposed. The back of sheet 3 is darker at the second fold. In none of these foldings was the script itself exposed. Moreover, this folding was done while the paper was still in its earlier state of toughness and elasticity, for there was then little tendency of the paper to crack in the original folded places. But later this already twice-folded document was folded again, in the middle, by folding over one side upon the other, thus making a package approximately 4 by 6 inches. That this fold was made much later—actually when the paper had very much dried out-is evidenced by the cracking of the material at the point of folding. Thus, as may be seen on the original will itself or from good facsimiles, the document, at present, has three well-defined folds transverse (approximately four inches apart) across the page, and a perpendicular fold less pronounced virtually in the center, from top to bottom of the page and at right angles to the transverse folds. There are some additional abrasions at the points in the manuscript where these two sets of folds cross each other. The several folds, the many wrinkles, the broken and abrased corners, the serrated edges, the breaks and abrasions in the body of the paper, and the mouldy blotches (especially at the bottom of page one) indicate that the will, before it was properly mounted and housed, was not accorded very tender care. Yet, for all its imperfections, the will is in fairly good condition, especially as far as the legibility of the handwriting is concerned. The three sheets are fragile, but mending tissue keeps the paper intact.

On the back of sheet 3 are three bits of writing. These three entries are all in Elizabethan handwriting, but they appear not to have been written by the same person. The first is the entry by Dr. Byrde or a clerk of the Prerogative Court of Canterbury, who administered the oath to John Hall on June 22, 1616. when he began the administration of the estate. The Latin entry reads: "Jurat^s vir / reservet^r potestas / alij exctrici cu / venerit / W Byrde," which, in translation, is: "The man [John Hall] sworn; power may be reserved to the other, the executrix [Susanna Shakespeare-Hall, appointed by Shakespeare as joint executor of the estate], when she shall come." The second entry reads "Mr Shackspere / will / June 16." The third entry is simply "mr Shackspere / his will." No doubt the two including Shakespeare's name were placed on the back of the third sheet for purposes of identification merely. Facsimiles of these three entries may be seen in Howard Staunton's Memorials of Shakespeare (1864). Probably the Shakespeare name with the date "June 16" was placed there at the time the oath was administered to John Hall. This signature, too, more nearly resembles the hand of the "Jurat" entry than does the other signature.

B. The script and the handwriting in this will are of real importance. Almost unquestionably the first page is a rewritten copy substituted for a similar sheet written some time before: perhaps the earlier sheet was written about January 25—this date was actually deleted on the second and apparently rewritten page and the date March 25 substituted—and the second one was written about March 25. The ink of sheet 1 is, by comparison, slightly lighter in color than that of sheets 2 and 3. When

Shakespeare first prepared his will, say, in January 1616, his younger daughter, Judith, was unmarried; but, on February 10, Judith married Thomas Quiney, a fact which now necessitated his providing her a marriage portion instead of a marriage dowry. This would account for the rewriting of sheet 1. That, actually, Shakespeare had provided such a marriage dowry in the earlier sheet 1 may be inferred from the deleted three lines, which mention this very item, at the top of sheet 2 of the will. When sheet I was rewritten, and both Judith and Thomas Quiney, her husband, were being taken care of by a specially considered bequest, the page was not long enough at the bottom to hold all the necessary writing. The result was that the writing at the bottom of sheet I grows closer and closer and then two additional lines were written at the top of sheet 2, above the deleted three lines. The handwriting of this rewritten sheet I is the same as that of the body of the other two pages; that is, the person who originally wrote all three sheets of the will wrote also the substituted first sheet where the dramatist changed his bequest to Judith. The discarded original sheet has never been found (Halliwell-Phillipps, Outlines, II, 393, does not think sheet I was rewritten). Whether or not this original discarded page was numbered "1" cannot, of course, be known. The present second page only is numbered: at the bottom, about midway across the page, is the Arabic numeral "2."

Sheets r and 2 are virtually covered with script. Sheet 3, however, apart from the poet's signature, the witnesses, and the probate notice, has only its upper half filled. The margins, though skimpy at the bottom and at the right of each sheet, are generous at the top and at the left. They average almost two inches except that the added two lines at the top of sheet 2 reduces that original two-inch margin to about an inch and a quarter.

The three autograph signatures of the dramatist are placed thus: (1) on sheet 1 in the left margin far down at the bottom of the sheet; (2) on sheet 2 in the

narrow margin at the bottom and at almost the extreme right; (3) on sheet 3, written at the close of the will proper, nearly an inch below the end and at the right of the sheet. Fortunately, since it is the very finest of Shakespeare's personal signatures, this last one was not written at the place where at a later date the will was folded in the middle.

In the good Old English or Gothic script of this will, perhaps including deletions and interlineations, there are at least five handwritings: First, the body of the will is apparently all in one hand. This hand was not that of William Shakespeare, as one or two? have asserted; nor was it the personal hand of Francis Collins, the well-known Worcester lawyer who supervised the drawing up of the instrument and to which he was one of the five witnesses. Sir Sidney Lee (Life, 1915, p. 480) incorrectly asserts: "Shakespeare's will was written by Collins." Adams (Life, p. 464) appears to assume that Collins actually wrote the will; but other examples of Collins' script show definitely that he did not write Shakespeare's last will and testament. No doubt it was written by Collins' clerk or scrivener. The deletions and the interlineations in the document are, seemingly, also in the same hand as the main body: their

*That William Shakespeare actually wrote his own will was definitely set forth in 1881 by Colonel J. C. Jeaffreson in The Athenseum (Nos. 2644, 2647, 2848, 2306). This material he reprinted in his Annals of Oxford, 1891. J. Pym Yeatman, in 1901, reiterated this untenable theory in his Is Shakespeare's Will Holographic? Miss Magdalene Thumm-Kintzell, an Austrian graphologist but not an Elizabethan paleographer. independently advanced the same theory in the shortlived German periodical, Der Menschenkenner, January 1909. Miss Thumm-Kintzell accredited, likewise, two British Museum manuscripts to Shakespeare's own hand: (a) Harleian MS 6697, folio 72, which is Francis Bacon's letter to Sir John Puckering; and (h) Harleian MS 7017, which is Bacon's famed Promus of Formularies and Elegancies.

"The will of the wealthy John Combe was written by the same clerk who wrote the last will and testament of William Shakespeare. Combe's will, also, was drawn up by Francis Collins. Combe's will is preserved today at Somerset House, catalogued as "118 Rudd." It is written on nine folio pages, on one side of the sheet only, each page numbered at the bottom, Like Shakespeare's will it contains a number of deletions, alterations, and interlineations. Like Shakespeare's will it, too, is not a "fair" copy. It has no punctuation, is not paragraphed, and has no signatures of witnesses. Like many of that day, the will calls for the testator's signature "unto everye sheete hereof"; but John Combe's signature appears at the bottom of the last sheet only.

script is smaller and a bit clearer and firmer (the scribe was writing in a narrower space); but an analysis of the formations of the letters goes far to support the idea that the man who wrote the will proper inserted the interlineations and also made the deletions. The fact that the interlineations and the deletions were made in a somewhat restricted space was conducive to the effect of a darker and different ink and also a different pen. These may actually have been used; but apparently the same person did all this writing. Tannenbaum (Problems in Shakspere's Penmanship, p. 82) says: "the interlineations look as if they had all been made with the pen and ink with which the witnesses wrote their names." Almost anyone who today makes an insertion, or interlineations, normally takes pains to be clear in the inserted script and actually writes more firmly and with sharper and more insistent effect. The date (altered from January 25 to March 25), the "T' wmi Shackspeare /" in the left margin at the beginning of the will on the first page, and the curiously large flourish, in the semblance of a spinning top, just below are also in the hand of the body of this legal document. This flourish is really an exaggerated R r-"R[ecognoscatu]r": "Be it known"and appears likewise on John Combe's

The second hand is that of William Shakespeare himself in his three autograph signatures. The "By me" in connection with his signature on the last sheet is a part of that signature and is in the poet's own hand. It is not, as some have held, in the hand of the body of the will.

"This T has been strangely misinterpreted by J. Pym Yeatman, who mistook it for a capital S. Others have transcribed it as a capital I. If it were a capital S, it might stand for either the Latin Signum or Signatura ("signature"). These signs or these words, however, ordinarily appeared, if they appeared at all, at the close of a document in connection with a testator's autograph signature or with the names of the witnesses. It was not the custom to place them at the beginning of a legal instrument such as Shakespeare's will. Microscopic analysis shows this letter to be a capital T, standing for Testamentum.

Sir George Greenwood declared that "By me William" was written not by Shakespeare but by some onlooker, possibly Thomas Greene, the poet's "cosen." But a comparative study of the letters of Shakespeare's signatures with corresponding letters in Greene's Diary

The third hand is that "witnes to the publishing hereof. Fra: Collyns," which, though one cannot be absolutely certain, was probably the lawyer himself. Staunton (Memorials of Shakespeare, 1864, note e) held that the whole phrase and the name were written by Collins.

The fourth hand is that which wrote the names of the four witnesses. These were not, as Greg holds, individual autographs of these four witnesses. In any case, these four names were not written by the same person who wrote the "Fra: Collyns" signature.

The fifth hand is that of the "Probatum..." of the following June 22, after April 23, when William Shakespeare died. The "Mr Shackspere / his Will," on the back of sheet 3 is not, as has been carelessly asserted, in the personal hand of the dramatist nor in any of the five hands in the will itself.

Some further observations concerning the script in the body of this will are interesting. (1) The script is a rather bold, free, and open one; that is, neither the letters nor the words are crowded. (2) The hand is not a very rapid one, nor is it deliberate and slow. There is a characteristic rhythmic flow, particularly on the second and third sheets. (3) On the whole, there is a certain firmness in the hand, especially in the downward strokes of the f's and s's. (4) While this will is obviously not a "fair copy"—a final and finished recopied draft free from errors, erasures, blots, and other blemishes-it is as "fair" as most wills of the period. Certainly the will is not merely a first "rough" draft. It is not a product of mutilation and slovenliness; in comparison with other Elizabethan wills, it is not a "crude, patched-up thing."6 A letter-perfect

shows conclusively that Thomas Greene did not write "By me William." It appears that by 1616 Thomas Greene was no longer in Stratford and that Francis Collins, not Thomas Greene, supervised the drafting of the dramatist's will.

"Adams (Life, p. 468) declares: "The will, as a result of all these alterations, was a crude, patched-up thing. But apparently there was no time for the law-yer to make a fair copy, as under more favorable conditions he would desire to do." Yet William Shake-speare's will, because of its interlineations and deletions, is no more "crude" and "patched-up" than is that of John Combe, which was executed some eighteen months before Combe's death.

will before 1600 is a rarity. This script certainly was not the work of an illiterate person, in plan, in phrasing, or in handwriting. "Why," declared Chambers (William Shakespeare, II, 177), "was the will executed in the form of a much-corrected draft, unpunctuated and unparagraphed, instead of in a fair copy? One answer is that such was the practice of Francis Collins. John Combe's will, made by Collins long before his death, is in the same condition." (5) There is virtually no punctuation in the entire document. (6) There are no paragraph divisions, the whole being written as one large and all-inclusive paragraph. This was after the manner of most Elizabethan wills. If the Elizabethans understood the principle of paragraphing, certainly they did not put it into practice in their written documents.

C. The date of Shakespeare's will requires some special attention. Close to the upper margin of sheet 1 the document bears the date: "Vicesimo Quin-

to die January Anno Regni Domini nri[?] Jacobi nunc Regnis Anglie / &c decimo quarto & Scotie xlixº Annoque domini 1616." Though Malone declared for "February," and though his reading has been followed by many since, the deleted word is definitely "Januarij." There is no letter b in the deleted word. The initial letter is a capital I or a capital I: it is not a capital F. The final and correct date was, accordingly, March 25, 1616. Clearly, the "1616" has never been tampered with. Now "1616" would mean the Elizabethan year which we now designate "1616," for March 25 was the first day of the New Year in Elizabethan times. Inasmuch as March 25 was, at that time, the beginning of the New Year and inasmuch as James I ascended the English throne on March 24 (the last day of the old year), 1603, the legal year (1616) and the regnal year, here given as the fourteenth ("decimo quarto"), are correctly set down.

At present there is not the slightest evidence as to when William Shakespeare actually first drew up or executed his will: the original sheet I

(which would have the date), for which the rewritten sheet was substituted on March 25, 1616, has never come to light. The conventional explanation has been that William Shakespeare executed his first will on January 25, 1616, at a time when his younger daughter Judith was not yet married. On February 10, 1616, she married Thomas Quiney-somewhat irregularly, for the young couple were excommunicated on March 12. This changed condition prompted William Shakespeare to change his will, primarily by having the first sheet rewritten so as to provide now for Judith a marriage portion rather than a marriage dowry. The further explanation is that, when Francis Collins set his clerk to rewriting the first page, the clerk inadvertently copied the date of the original first page (that is, January 25) and then, discovering his error, deleted the January and inserted March, the theory being that the will was redrafted (particularly sheet 1) on March 25, 1616. This explanation is not lacking in plausibility. So far as actual evidence is concerned, however, all that can be said is that when the rewritten first page was originally dated it was as of January 25 and that that January was deleted and the word March substituted. That the interlineations and corrections appearing in the body of the will were inserted this March 25 cannot be proved or disproved. Actually those on sheets 2 and 3 may have been inserted at the time those sheets were first written. How long that was before January 25, 1616, cannot be determined from any evidence at present known.

Howard Staunton (Memorials of Shakespeare, note &) asserts: "My impression, not lightly formed, is, that the Will was originally executed in January; I do not think that it was necessarily first prepared on the 25th of January; that Shakespeare on this occasion signed only the last sheet; that at some time between January and March, owing to the marriage of his daughter Judith and other circumstances, the whole sheet I was rewritten, and two lines of sheet 2 were cancelled. Upon this hypothesis, and upon no other, can I account for the error [?] in the regnal year, and for the remarkable diversity in the signatures." Sidney Lee (Life, p. 481) confidently asserted that Shakespeare's will was drafted on January 25 and redated and revised on the following March 25. Tannenbaum (Problems in Shakspere's Penmanship, p. 72) and Adams (Life, p. 462) assert that the legal and regnal years were correctly given.

That the date for the final draft of the poet's will

D. An interpretation of Shakespeare's will, and indeed a transcript of it, can safely be undertaken only in the light of a definite understanding of what constituted an Elizabethan will. An Elizabethan testamentary document was, in its form and in its legal significance, little else than the earlier Germanic Anglo-Saxon will of the time of Alfred the Great. Hence, in order to understand Shakespeare's will, the student must understand the essential nature of the Germanic folk and of their devising or bequeathing practice as exemplified by their last wills and testa-

The common inheritance of English (Anglo-Saxon) liberties is the socialpolitical spirit and practices of the witenagemot in the old Anglo-Saxon mead hall. Certain of its precepts—the inalienable right to life, liberty, and the pursuit of happiness-were reiterated in the Magna Carta of 1215. They have been reasserted by English political leaders, on occasion, ever since. In like manner, in English social-legal documents-contracts, deeds, bonds, mortgages, marriage licenses, and willsconverge precepts, practices, and forms which have their roots far back in the Anglo-Saxon people.

Both literary and legal scholars are agreed that the will of the sixteenth century was inherently, essentially, fundamentally, and organically Anglo-Saxon. It was a common social-racial inheritance. A will was a legal formula at once important and certainly a most solemn and binding one.

As to an Anglo-Saxon will: (1) it originally was a cwide, that is, an oral statement, heard, by witnesses actually present; (2) a written will was only an evidence document; (3) a bequest was not a simplified and independent act of the individual, but always involved family, kinsmen, community; and (4) it was organically contractual. Hazel-

was understood to have been March 25, 1616, is evidenced by the conveyance in 1625 of the Times by John Hall to the Corporation. It reads: "the said WEliam Shakespere . . . by his laste will and trea-mente beareinge date the fyre and twenty day of March in the yeares of the raigne of our Sovereigne Lord James nowe Kinge over England the fewerteenth.

tine states: "The oral will [cwide] of Anglo-Saxon times is but a bundle of Germanic contractual donationes irrevocabiles post obitum."

1. That an Anglo-Saxon will was an oral ewide (cf. "quoth," "be + queath") is evidenced by the oft-recurring phrase, in very early Old English testamentary documents, to that very effect: "Ic cwide on wordum," "b word gecwaeo," "he cwaed his cwide biforn him [them]," "swa ou word becwist"—these were typical statements by men who, in open mead hall or in contemplation of death privately in the midst of the immediate family, made their cwide. Eanwen's will (about A.D. 755), very simplified though it be, was a highly typical Anglo-Saxon will. In Kemble's translation (Whitelock, op. cit., p. xxx, n. 2), it reads: "Here sits Leofled, my kinswoman, whom I grant both my land and my gold, both raiment and garment, and all that I own, after my day [mortis causa]." Then to the three thanes who were present, the witnesses, he directed: "Declare my errand to the gemot [assembly] before all good men, and make known to them whom I have granted my land to and all my property." Such a will was nuncupative (oral; not holographic, that is, not wholly written in the handwriting of its maker), as was Dr. John Hall's will in 1635. Kemble asserted that this 755 will, this oral cwide before witnesses, was upheld, a long time afterward, as legal and binding via some remaining reliable "witnesses" who repeated what they remembered their forefathers having said—those present at Eanwen's cwide two generations before. It was actually a matter of the folk and of the community: that is, the witnesses and also society assumed an obligation that was binding on them. Hazeltine in the Preface to Whitelock (op. cit., p. ix) said: "Early Germanic custom demanded that these transactions [making of a *cwide*] be not only *capable* of being heard and seen, but that they be *actually* heard and seen." Anglo-Saxon wills were thus but oral tradition handed down from generation to generation. Continuity of the community as well as continuity of the property was a vital consideration among Anglo-Saxon folk.

2. A written will as employed several centuries later was not the will itself. The written will was only a legal evidence document. The actual will (A.S. willan) was the desire of the person who made his oral cwide. Not until the eighth century were wills actually set down in writing.

The oral tradition of the family and the community was at length supplanted by the practice of the Church, which was Graeco-Roman in origin. Harmer's Select English Historical Documents (1914), a group of wills of a period subsequent to those in Whitelock's Anglo-Saxon Wills, reveals definitely the new order of things in testamentary devises. Now appear "In the name of God, Amen," "believing through Jesus Christ and the Blessed Virgin Saint Mary" and other such phrases. The cwide was now written down and the obligation attendant upon the cwide was uttered before Almighty God. Since only sane persons

¹⁰ That Anglo-Saxon wills were made in the presence of actual witnesses may be seen from the testamentary phrasing, which speaks of the actual presence of such persons. From Whitelock's Anglo-Saxon Wills, the following may be cited: Brihtric Grim's bequest (p. 19), "Of this the following are witnesses: Archbishop Dunstan, . . . and the community at Glastonbury, and the two communities of the Old and New Minsters in Winchester." King Æthelred's confirmation of Æthelric's will (p. 45) reads: "This declaration was straightway written and read before the King and the council. These were the names of the men who witnessed this: . . . " Wulfgeat's will (p. 57) has: "And dear Æthelsige, make this known to my lord and to all my friends." Æthelflaed's will (p. 67): ".... with the full permission of King Æthelred, in the presence of those men whose names are given here." Thurstan's bequest (p. 79): "These are the witnesses of the bequest." Wulfgyth's will (p. 85): "... with the witness of God and my friends, ... " and, at the close, "Of this King Edward and many others are witnesses." That these wills were contractual, and that the community was also a part of the contractual relationship, is obvious both from their phrasing and from the fact that many Anglo-Saxon wills declare that two and sometimes three copies of the same will were executed.

should make such a statement, "In sound body and mind, God be praised" began to be an essential part of every will. Christian wills were thenceforth written, as Roman wills had been. A written will called for witnesses who did not merely hear it but who now set down their names to it. The Roman will, however, in no wise changed the essential form or the social content of the Anglo-Saxon cwide. The Roman formula comprising (a) Notificatio (identification of the person and notification of the intent of a testator), (b) Depositio (the provisions of the bequest), and (c) Sanctio (witnessing), did, of course, come into practical use. And Shakespeare's will, like other Elizabethan wills, had this organization.

3. An oral cwide, a testator's bequest of land and property, was not an independent act. Property, among the Germanic and Anglo-Saxon folk, was not a matter of sale and absolute individual ownership. Bigelow, in his essay "The Rise of the English Will" (Select Essays in Anglo-American Legal History, 1907-1909, Vol. III) very properly asserts that among the Anglo-Saxons "property belonged to the family as a sort of corporation." Real estate belonged to the community of which the family was an organic part. Fundamentally there was the right of eminent domain for the community (or state). Devising property involved the family, the kinsmen, and the community. The continuity of the family, and hence the continuity of property within that family, was a fundamental precept in Anglo-Saxon life. Seldom, virtually never if it could be avoided, was the bequest made via a wife. Rather the bequest was made through a son (oldest son) or else through a male kinsman. Dower, in the modern conventional idea of one-third to the wife, was virtually unknown. Property was bequeathed to the future family—to children yet to come, to generations yet unborn. The feudal system, with its emphasis upon males and its need of men for military purposes, merely intensified the idea of inheritance to an oldest son. The Church, too, found it advantageous that

^a Harold Dexter Hazeltine's Preface to Dorothy Whitelock's *Anglo-Saxon Wills* (1930) is authoritative on Anglo-Saxon wills; here a passage from page xii is quoted.

Of 39 wills in Whitelock's Anglo-Saxon Wills, 36 were, by their very phrasing, definitely cwides. Generally they are in the third person and in the past tense. This shows they were taken down as having been uttered by someone other than the transcriber or the witnesses. Other collections of early Old English wills, likewise, exemplify the cwide nature of a will.

a devotee of the Faith should bequeath most, if not actually all, of his property to the Church—a wife in particular oftentimes being left to the mercy of others. Among Anglo-Saxon folk descent of family and of property was fundamentally via the males.

Consent from the concerned, thenfrom the earl, king, bishop, father, family, community—was necessary in making one's cwide. Early wills both in Whitelock's and in Harmer's volume state such consents or permissions. Ælfgar's will: "Bishop Theodred and Ealdorman Eadric told me that I might have the right to make my will " Ætheling Æthelstan's will: "Now I pray all the councillors, both ecclesiastical and lay, who may hear my will [cwide] read, that they will help to secure that my will may stand, as my father's permission is stated in my will." The Church came to join the community in the matter of carrying out the provisions of a will. In time, the Church, the custodian of men's souls and logically therefore of the property which God had but lent to them, assumed full responsibility for the probate of a will. Church and community came to consider a legally correct will as a thing sacred and inviolable. Testators in many instances actually heaped curses on anyone who dared to seek to change any provision of the will. Thurketel of Palgrave's will read: "He who alters this-may God expel him from the kingdom of heaven to the torments of hell, unless he repent it all the more deeply before his last day." Wulfgyth's will cried out: " exclude him [anyone who sought to change the will] from the fellowship of all saints on the Day of Judgment, and may he be delivered into the abyss of hell to Satan the devil and all his accursed companions."

4. Most important of all, however, was the fact that an Anglo-Saxon will was a concrete example of that most fundamental of all Anglo-Saxon principles, contractual giving or reciprocal gift-giving. A will was, thus, fundamentally and essentially contractual. As Hazeltine (Whitelock, op. cit., Preface,

p. xx) states: "In Anglo-Saxon law, as in other Germanic customary systems, gift is not gratuitous; gift requires counter-gift or counter performance. When, therefore, lay folk and clerical folk bargain, they exchange gifts. The gift of the layman is land; the gift of the clergy is the care of the soul by spiritual services. In these gifts and counter-gifts is the intermingling of conveyance and contract." A devise to the Church carried with it the implied obligation of burial within the Church. prayers for the repose of the soul, care of the orphaned family, etc. A bequest to a son carried with it the implied contractual obligation to continue the family. These things were not always effected, but the contractual idea of a bequest in a will was implied notwithstanding. Even today English life the world over is amazingly contractual in its spirit: a favor deserves a favor returned; a Christmas gift virtually calls for a reciprocal gift; a dinner invitation carries with it a return dinner invitation; a considerable gift of money suggests that the recipient make the best use of it; the present of a free journey to a foreign land obliges the recipient to profit by it. One's very expressing his appreciation of a courtesy or a favor is fundamentally an acknowledgment of contractual obligation. A bequest in Anglo-Saxon wills, of lands or of money or of chattels, carried with it the Germanic sense of contractual obligation. The contractual element was sometimes specifically stated; more often, however. it was implied.

In this respect Shakespeare's will is representative: the dramatist desired to continue both the family property and the family lineage. His several devises to members of his family carried with them a contractual obligation to do this.

Contractual devising sometimes took a very definite form—this, too, as late as the Elizabethan period and even the present day. Thus the wealthy William Gardiner's will (Prerogative Court of Canterbury, Somerset House, 113 Cobbham) of September 1, 1597, devises: "Item, I will and bequeath unto Margaret, now my wife, fourteen hun-

dred pounds of lawful English money" and then imposes a contractual obligation: "provided always and upon condition that if she, the said Margaret my wife, shall at any time hereafter make any claim or title to any other my lands, tenements, possessions, [or] hereditaments, or make claim to any other goods and chattels whatsoever by reason of her right of dower, jointure, joint purchase, thirds, or any other right or custom whatsoever other than to those gifts and bequeaths to her before by this my present last will given, willed, or bequeathed, then I will that all the gifts, legacies, and bequests to her given, willed, or bequeathed shall be utterly void and of none effect. " Again with provision he devises to his son Thomas: "provided always, and my will and meaning is, that if Thomas Gardiner my son at any time become out of debt, or shall not owe or be debted in any sum or sums in all amounting above one hundred pounds " Mrs. Henry Condell, wife of Shakespeare's associate in the theater, in her will of September 1, 1635, declared that she "would have no part of my estate neither prodigally spent nor lewdly wasted" by her son, to whom she devised 20s. a week at his mother's death; if her overseers think fit to allow him more, they are to take it out of her "interest, lease or term of years which I have in the Globe and Friars." Then she devises contractually as quoted below, page 486. Ordinarily Elizabethan and Jacobean wills did not contain such specifically contractual obligations. More often, and in accordance with the Anglo-Saxon precept, the contractual element was implied and not definitely

Lack of space forbids including here a complete tabulation of the strangely inaccurate transcripts of certain well-known passages in this document. The earlier scholars were the more incorrect. Theobald reads the familiar bequest of the bed to Anne Hathaway as "my best brown bed," and the error was repeated by a number of his followers. Eighteenth-century critics transcribed "Bushaxton" for "Bushopton";

they read "gilt boxes" for "gilt bole"; instead of "perceived," they read "reserved" or even "preserved." Malone, in his transcript, corrected these and some few other errors but definitely read the original deleted date as "February" instead of "January" and in this inaccuracy, Drake (1817) followed Malone. Numerous inaccurate explanations and transcripts of the several deletions, insertions, omissions, and interlineations in this testamentary document for the most part do not affect the meaning of the will. Even the much-disputed phrase "att anie / after," discussed later in this treatise, is not a significant item in the testamentary phrasing. The deleted "sonne in Lawe" and the substituted "daughter Judyth" on sheet 1 were but an error of either the testator or the scribe or both. Certainly the deletion is not to be interpreted, in and of itself, as evidence of Shakespeare's changing his mind or of his ill will toward his newly acquired son-in-law, Thomas Quiney. Shakespeare's will must be interpreted wholly in the light of contemporary Elizabethan legal practice in testamentary devising.

varying degrees of excellence, have been published. The Rev. Joseph Greene's handmade manuscript copy (Halliwell-Phillipps, Calendar of Shakespearean Rarities, No. 114) of 1747 is now in the Folger Shakespeare Library. Halliwell-Phillipps cited the fact that another of Greene's transcripts of Shakespeare's will was among the Lansdowne MSS in exactly the same form as the one he himself possessed (now the Folger copy), but he believed his the earliest copy known to exist. J. H. Friswell published an all but microscopically accurate handmade copy (Sampson, Low & Martin, London, 1864); Howard Staunton's Memorials of Shakespeare (1864) has a good reproduction in full-size photo-

lithography; The Autographic Mirror

(1864, February 20, No. 1, pp. 42-46) has

another; J. O. Halliwell-Phillipps pub-

lished privately a facsimile of the three

sheets, copies of which are in the Fol-

ger Collection; J. Pym Yeatman's The

Facsimiles of Shakespeare's will, of

Gentle Shakespeare (4th ed., 1911) includes a reproduction of rather low quality; S. A. Tannenbaum's Problems in Shakspere's Penmanship (1927) has good facsimiles in full size on three sheets of India paper, folded and enclosed in a packet inserted in the back of the volume; and E. K. Chambers' facsimiles (William Shakespeare, 1930, II, Plates XIX, XX, XXI, from photographs by R. B. Fleming & Co.) are good but too much reduced in size for critical study. The facsimile of the will is reproduced in this work from especially made photographs of the original and with the generous consent of the officials of Somerset House.

Critical transcripts, of varying degrees of accuracy, have been made. The first manuscript transcript is that of the Rev. Joseph Greene in 1747; the original manuscript (Halliwell-Phillipps' Calendar of Shakespearean Rarities, No. 114) is now in the Folger Shakespeare Library. In Lewis Theobald's The Works of Shakespeare (1733, Vol. I) a transcript follows the Preface. The first printed transcript was that in Biographia Britannica (1763, Vol. VI, Part 1, p. 3627, article signed "P"). Others are Edmund Malone, The Plays and Poems of William Shakspeare (1790, Vol. I, Part 1, pp. 185-90); Samuel Johnson and George Steevens, The Plays of William Shakespeare (1793, 4th ed., I, 94-102); Nathan Drake, Shakespeare and His Times (1817, II, 627-32); Edmund Malone, The Plays and Poems of William Shakspeare (1821, II, 601-6); Alexander Dyce, The Works of William Shakespeare (1857, I, cxxv-cxxxi); J. P. Collier, Shakespeare's Comedies, Histories, Tragedies, and Poems, 2d ed., 1858, I, 230-35); J. O. Halliwell-Phillipps, The Life of William Shakespeare (1848, pp. 275-78); and his Outlines (1881, II, 169-72). Howard Staunton's Memorials of Shakespeare (1864) was one of the earliest attempts at a seriously critical study of Shakespeare's will, of which he made a good transcript. Still others are in The Autographic Mirror (1864, February 20, No. 1, p. 47); Shakespeare Jahrbuch, here by F. A. Leo 1889, XXIV, 132-34); J. W. Walter, Shakespeare's

True Life (1890, pp. 389-91); J. Pym Yeatman, The Gentle Shakespeare (1896; 4th ed., 1906, pp. 211 ff.); F. J. Furnivall and John Munro, Shakespeare: Life and Work (1908, pp. 208-13); D. H. Lambert, Shakespeare Documents (1904, pp. 83-88); J. W. Gray, Shakespeare's Marriage (1905, pp. 266-70); and C. F. Tucker Brooke, Shakespeare of Stratford (1926, pp. 82-87). In S. A. Tannenbaum's Problems in Shakspere's Penmanship (1927), Appendix A, pp. 213-21, is a seriously critical attempt at meticulous accuracy in both a transcript of the will and a detailed study of the poet's signatures thereon. Sir E. K. Chambers, in the making of his transcript (William Shakespeare, 1930, II, 170-74), had the counsel of W. W. Greg. The transcript here given as Document 240 is verbatim et literatim from the original and from enlarged photographs of the original.

E. Regarding the form of written wills, Hazeltine, in the Preface to Dorothy Whitelock's Anglo-Saxon Wills (p. xxx) asserts: "From the diplomatic point of view the written wills are miscellaneous in character. Some of them begin with the solemn invocation which we associate with the charter; some begin in the form of writs; many others begin with the bald statement that 'this is the will of X' or that 'this is the contract of X and Y.' Practically all these writings are in fact combinations and variations of two or more of the recognised diplomatic forms; but, however miscellaneous our group Anglo-Saxon written wills may be, nearly all of them contain at least three of the several parts usually found in early medieval diplomas: the notificatio, the depositio, the sanctio."11 The Mother Church empha-

[&]quot;John M. Kemble's excellent Codex Diplomaticus Aevi Saxonici (1839 ed., I, Introduction, ix) declares that any Anglo-Saxon charter, or legal document, was organically composed of: (1) the Invocation (commonly the religious ejaculation "In the name of God, Amen"); (2) the Proem (the general acknowledgment of the virtue of faith in Christ or in the Church and its advantages in purchasing heavenly grace); (3) the Grant (the actual content of the document); (4) the Sanction (punishment attached to any violation of the provisions of the content); (5) the Date; and (6) the Teste (subscription of witnesses).

[DOCUMENT 240]

[LAST WILL AND TESTAMENT OF WILLIAM SHAKESPEARE, MARCH 25, 1616]

m[ar]tij

Vicesimo Quinto die Januarij Anno Regni D[omi]ni nfi[?] Jacobi nunc R[egnis] Anglie &c decimo quarto & Scotie xlixo Annoq[ue] d[omi]ni 1616

T w^{mj} Shackspeare / R r

In the name of god Amen I Willi[a]m Shackspeare of Stratford vpon Avon in the countie of warr[wick] gent[leman] in p[er]fect health & memorie god be praysed Doe make & Ordayne this my last will & testam[en]t in mann[er] & forme following That ys to saye ffirst I Comend my Soule into the hand[es] of god my Creator hoping & assuredlie beleeving through thonelie Meritt[es] of Jesus Christe my Saviour to be made p[ar]taker of lyfe everlastinge And my bodye to the Earth whereof yt ys made It[e]m I Gyve & bequeath vnto my sonne in L daughter Judyth One Hundred & ffyftie pound[es] of lawful English money to be paied vnto her in mann[er] & forme in discharge of her marriage pore[i]on

followeing That ys to saye One Hundred Pound[es], w[i]thin one yeare after my deceas w[i]th considerac[i]on after the Rate of twoe shilling[es] in the pound for soe long tyme as the same shalbe vnpaied vnto her after my deceas & the ffyftie pound[es]

Residewe thereof vpon her Surrendring or gyving of such sufficient securitie as the overseers of this my Will shall like of to Surrender or gr[a]unte All her estate & Right

that shall discend or come vnto her after my deceas or nowe hath of in or to one Copiehold ten[emen]te w[i]th thapp[ur]ten[au]nc[es] lyeing & being in Stratford vpon Avon ~ aforesaied in the saied countie of warr[wick] being p[ar]cell or holden of the mann[or] of Rowington vnto my Daughter Susanna Hall & her heires for ever It[e]m I Gyve & bequeath vnto my saied Daughter Judith One ~ Hundred & ffystie Pound[es] more if shee or Anie issue of her bodie be Lyvinge att thend of three Yeares next ensuring the daie of the Date of this my will during w[hi]ch tyme my executo[rs] to paie her considerac[i]on from my deceas according to the Rate aforesaied And if she dye w[i]thin the saied terme w[i]thout issue of her bodye then my will ys & I doe gyve & bequeath One Hundred Pound[es] thereof to my Neece Elizabeth Hall & the fliftie Pound[es] to be sett fourth by my executo[rs] During the lief of my Sister Johane Harte & the vse & p[ro]ffitt thereof Cominge shalbe payed to my saied Sister Jone & after her deceas the saied lli shall Remaine Amongst the children of my saied Sister Equallie to be Devided Amongst them But if my saied Daughter Judith be lyving att thend of the saied three Yeares or anie yssue of her bodye then my will ys & soe I Devise & bequeath the saied Hundred & ffyftie pound[es] to be by my executo[rs] & overseers

sett out, for the best benefitt of her & her issue & not paied vnto her soe long as she shalbe marryed & Covert Baron by my executo[rs] & overseers but my will ys that she shall have the considerac[i]on yearelie paied vnto her during her lief & after her deceas the saied stock and considerac[i]on to bee paied to her children if she have Anie & if not to her executo[rs] or assignes she lyving the saied terme after my deceas Provided that if such husbond as she shall att thend of the saied three Yeares be marryed vnto or att anie [tyme] after doe sufficientlie Assure vnto her & thissue of her bodie land[es] Awnswereable to the porc[i]on by this my will gyven vnto her & to be adiudged soe by my executo[rs] ~ & overseers then my will ys that the saied Clli shalbe paied to such husbond as shall make such assurance to his owne vse It[e]m I gyve & bequeath vnto my

William Shakspere saicd sister Jone xxli & all my wearing Apparrell to be paied & deliu[er]ed w[i]thin the house

one yeare after my deceas And I doe will & devise vnto her w[i]th thapp[ur]ten-[au]nc[es] in Stratford wherein she dwelleth for her naturall lief vnder the yearelie Rent of xijd It[e]m I gyve & bequeath

[Sheet 2]

vnto her three sonns Welli[a]m Harte [Thomas] hart & Michaell Harte ffyve pound[es] A peece to be payed w[i]thin one Yeare after my deceas to be sett out for her w[i]thin one Yeare after my Deceas by my executo[rs] W[i]th thadvise & direct[i]ons of my overseers for her best p[ro]ffitt vntill her ~ Marriage & then the same w[i]th the increase thereof to be paied vnto her

the saied Elizabeth Hall (except my brod silver & gilt bole)

It[c]m I gyve & bequeath vnto her All my Plate, that I now have att the Date of this

my will It[e]m I gyve & bequeath vnto the Poore of Stratford aforesaied tenn pound[es] to m[aste]^r Thomas Combe my Sword to Thomas Russell Esquier ffyve pound[es] & to ffrauncis Collins of the Borough of warr[wick] in the countie of warr-[wick] gent[leman] thirteene pound[es] Sixe shilling[es] & Eight pence to be paied

w[i]thin one Yeare after my Deceas It[e]m I gyve & bequeath to m[aste]r Richard to willi[a]m Raynold[es] gent[leman] xxvjs viijd to buy him A Ringe

Tyler theld[er] xxvjs viijd to buy him A Ringe to my godson Will[ia]m Walker xxs in gold to Anthonye Nashe gent[leman] xxvjs viijd & to M[aste]r John Nashe & to my ffellowes John Hemyng[es] Richard Burbage & Henry Cundell xxvjs viijd A peece to buy them Ring[es] viiid

xxvjs in-gold , It[e]m I Gyve Will bequeath & Devise vnto my Daughter Susanna for better enabling of her to p[er]forme this my will & toward[es] the p[er]formans thereof

Hall All that Capitall Messuage or tenlemen] te w[i]th thapp[ur]ten[au]nc[es] in Stratford aforesaied

A Called the newe place wherein I nowe Dwell & twoe messuag[es] or ten[emen]tes w[i]th thapp[ur]ten[au]nc[es]scituat lyeing & being in Henley streete w[i]thin the borough of Stratford aforesaied And all my barnes stables Orchard[es] gardens land[es] ten[emen]t[es] & hereditam[en]t[es] whatsoev[er] scituat lyeing & being or to be had Receyved p[er]ceyved or taken w[i]thin the townes Hamlett[es] villag[es] ffield[es] & ground[es] of Stratford vpon Avon Oldstratford Bushopton & welcombe or in anic of them in the saicd countie of warr[wick] And alsoe All that Messuage or ten[emen]te w[i]th thapp[ur]ten[au]nc[es] wherein one John Robinson Dwelleth scituat lycing & being in the blackfriers in London nere the Wardrobe & all oth[er] my land[es] ten[emen]t[es] & hereditam[en]t[es] whatsoeu[er] To Have & to hold All & sing[u]ler the saied p[re]miss[es] w[i]th their App[ur]ten[au]nc[es] vnto the saied Susanna Hall for & During the terme of her naturall lief & after her ~ Deceas to the first sonne of her bodie lawfullie yssueing & to the heires Males of the bodie of the saied first Sonne lawfullie - yssueinge & for Defalt of such issue to the second Sonne of her bodie lawfullie issueinge & 50 to the heires Males of the bodie of the saied Second Sonne lawfullie yssueinge & for defalt of such heires to the third Sonne of the bodie of the saied Susanna ~ Lawfullie yssueing & of the heires Males of the bodie of the saied third sonne lawfullie yssueing And for Defalt of such issue the same soe to be & Remaine to the fourth sonne ffyfth sixte & Seaventh ~ sonnes of her bodie lawfullie issueing one after Anoth[er] & to the heires

Will[ia]m Shakspere

[Sheet 3]

Males of the bodies of the saied ffourth fifth Sixte & Seaventh sonnes lawfullie yssueing in such mann[er] as yt ys before Lymitted to be & Remaine to the first second & third Sonns of her bodie & to their heires Males And for defalt of such issue the saied p[re]miss[es] to be & Remaine to my sayed Neece Hall & the heires Males of her bodie Lawfullie yssueing & for Defal[t] [o]f such issue to my Daughter Judyth & the heires Males of her bodie lawfullie issueinge And for ~ Defalt of such issue to the Right It[e]m I gyve vnto my wief my second best bed w[i]th the furniture

heires of me the saied Will[ia] m Shackspere for ever LIt[e] m I gyve & bequeath to my saied Daughter Judith my broad silver gilt bole All the Rest of my good[es] Chattels Leases plate Jewels & household stuffe whatsoeu[er] after my Dett[es] and Legasies paied & my fun[er] all expences Discharged I gyve Devise & bequeath to my Sonne in Lawe Iohn Hall gent[leman] & my Daughter Susanna his wief whom I ordaine &

make executo[rs] of this my Last will & testam[en]^t And I Doe intreat & Appoint A Thomas Russell Esquier & ffraunci[s] Collins gent[leman] to be overseers hereof And Doe Revoke All form[er] wills & publishe this to be my last will & testam[en]^t In

Witnes whereof I have hereunto put my Seale the Daie & Yeare first aboue Written.

By me William Shakspeare

witnes to the publishing hereof. Fra: Collyns Juliyus Shawe Iohn Robinson Hamnet Sadler Robert whattcott

Probatum cora Magro Willimo Byrde legum d[o]c[t]ore Comiss[er]ū &c[is] xxijdo die mens[is] Junij Anno dñi 1616 Juramto Johannis Hall vnius ex &c[is] Cui &c[is] de bone &c[is] Jurat. Res[er]vat ptate &c[is] Susanne Hall alt ex &c[is] cū ven[er]it &c[is] petitur.

Jnm ext

sized this formula, which was Graeco-Roman in origin.

I. The "Notificatio."—With the gradual introduction of Christianity into Northern Europe and, thus, into England, the Church gradually introduced the Roman formal Notificatio into the Old English will. So thoroughly was this done that it remains today an integral part of a conventional will. And William Shakespeare's last will and testament of 1616, with respect to its Notificatio, was regulation in both form and content.

"In the name of god Amen" was in the nature of an oath that the testator was as asserted. The making of a will was a serious matter—a holy act. In this instance, it was as "I William Shackspeare" of Stratford-upon-Avon, in the County of Warwick, and a "gentleman," that Shakespeare accurately identified himself.

In the second place, the testator was "in perfect health & memorie god be praysed." A great deal of sheer nonsense has been written about this phrase: that William Shakespeare, at the time, actually was seriously ill, was having family troubles, and was, in fact, telling an absolute untruth. The phrase was a conventional one; all the law required was that the testator, however infirm in body or even seriously ill, be in possession of his memory and his mental faculties. Children, idiots, imbeciles, and mental incompetents were not legally qualified to execute a last

will and testament. Bodily health, in itself, was not the consideration; sound mental health was. To the early Church any possession—health, wealth, accomplishment, position—was not the actual personal and sole possession of the possessor but only a temporary loan from God. For any of these possessions, one accordingly thanked God. Here, then, conventionally, William Shakespeare's will reads "god be praysed" for his "perfect health & memorie."

In 1503 George Lovekyn, citizen of London and tailor to the king, made his will saying, "being whole of mind and in good memory, thanked be Almighty Jesus." Robert Arden's will of November 24, 1556, reads "secke in bodye and good and perfett of rememberence."

Richard Hathaway's will of September 1, 15S1, reads, "Beinge sicke in bodie butt of perfecte memorye I thanke my lorde god." In August 1603 Henry Akerman made his will and asserted, "being weak in body visited with the sickness [plague], but of perfect mind and memory." The wills of two Elizabethan actors say "sick and weak in body"— Augustine Phillips of May 4, 1605, and Nicholas Wilkinson (alias Tooley) of June 3, 1623. In 1609 Thomas Robinson, late of Uxbridge, made his will, declaring himself "being sick of the plague but of perfect mind and memory." John Lacombe, "In the name of the Father of the Son and of the Holy Ghost, Amen," said, "I am advanced in years, being in my seventy fifth year, very infirm in body, but sound of mind and understanding by the grace of God." William Law, a contemporary of George Herbert, asserted, "beinge I bless God in good health of body and soundness of mind." Humphrey Dyson, who wrote Henry Condell's will, made his own will on January 7, 1633, and declared he was "crazy in body" but his mind was sane. On November 9, 1625, Edward Blakesley, "being sick in body and in danger of death but in perfect mind and memory," made his will. Lady Barnard's will of January 29, 1659, contains the conventional phrase, "being in perfect memory, blessed be God." On April 13, 1724, Thomas Chency, "of sound mind, though labouring under great bodily infirmities," made his last will and testament. And Samuel Johnson's will read, "being in full possession of my faculties, but fearing this night may put an end to my life."

From these typical phrases it is obvious that the legal consideration in a testamentary writing—any bodily illness or any decrepit body aside or even suddenly impending death—was that the mature testator be not an idiot, not an imbecile, and not mentally incompetent. The fact that William Shakespeare's will was actually executed and later probated without any protest indicates that he was mentally competent to prepare it. Nothing in this Notifi-

catio throws the least light on the condition of his health or his "bodily infirmity."

That William Shakespeare was employing the conventional legal phrase of the day is further evidenced by the fact that a number of his contemporaries in and about Stratford, in making their wills, employed just such descriptive phrases. Infirmity of the body, however great, was not a legal obstacle to a testator's devising: the legal prerequisite was then, as now, that the mental faculties be not impaired. Other examples could be cited; but the following will suffice: Richard Ainge of Stratford-upon-Avon, in his will (Prerogative Court of Canterbury,12 c. 8 Dorset) of January 16, 1607, wrote, "I Richard Ange of Stratford uppon Avon in the Countie of Warwicke baker beyng weake in bodye but of whole and perfect memorye (I thanke my Lorde god)." Nicholas Gibbs in his will (P.C.C., 101 Windebanck) proved November 29, 1608, described himself as of Wilmcote and "Husbandman beinge sicke in bodye but in perfect memorie (I thanke God)." Edmond Wall of Stratford-upon-Avon in his will (P.C.C., 55 Wingfield) of July 3, 1609, identified himself as "yeoman beying sicke in body but of whole and perfect memorye (I thanke my Lorde God)." Thomas Allen of Stratford-upon-Avon, in his will (P.C.C., 45 Capell) dated December 13, 1612, identified himself as "Baker being at this tyme weake and sicke in bodye yett in good and perfect remembrance (God be thanked for it)." Thomas Williams of "Stratforde upon Avon," in his will (P.C.C., 11 Parker) dated July 11, 1613, identified himself as "gent beinge sicke in bodie and of perfect mynde and memory (thankes be to Almightie god)." John Wall of Stratford-upon-Avon in his will (P.C.C., 102 Rudd), dated February 8, 1615, described himself as "baker beinge sicke in bodie butt of good and perfect memorie thankes be geven to Allmightie

Equally ill-informed comment has been written on Shakespeare's supposed

religious views as indicated by the exordium in the Notificatio in his last will and testament. After saying, "I Doe make & Ordayne this my last will & testament in manner & forme followeing," the dramatist declared: " ffirst I Comend my Soule into the handes of god my Creator hoping & assuredlie beleeving through thonelie Merittes of Jesus Christe my Saviour to be made partaker of lyfe everlastinge And my bodye to the Earth whereof yt ys made." Claims12 and denials have been made as to his Protestantism, his Puritanism, and his Catholicism. Actually there is nothing in this exordium that determines beyond doubt the religious persuasion of William Shakespeare. The phrasing of this exordium was a formula which may be found, almost word for word, in hundreds of

12 H. S. Bowden, in his The Religion of Shakespeare, insists that Shakespeare lived a Catholic, "the faith which during eleven centuries hallowed" England; Canon H. C. Beeching, in his The Religion of Shakespeare, screnely takes it for granted that the dramatist was an Anglican; Auguste Comte, with equal certainty, holds that he was a freethinker; Thomas Carlyle, in Heroes and Hero Worship, called Shakespeare "the noblest product of Middle Age Catholicism" without necessarily assigning him to that religious faith; Heinrich Heine, in Notes on Shakespeare, declared that Catholicism was the chief formative influence upon Shakespeare's youth; E. I. Fripp, in Shakespeare Studies, was equally certain that Shakespeare was a Puritan, and John Shakespeare even militantly so, in which respect the Rev. T. Carter (Shakespeare Puritan and Recusant) was ardently in accord with Fripp's point of view; Stephen Hales, in his Shakespeare's Religion, was convinced that the great dramatist was a Protestant because Parliament and Queen Elizabeth virtually made it compulsory, but that had Shakespeare been left to his own choice he would have given Catholicism preference; J. Pym Yeatman, in his The Gentle Shakespeare, ardently supports Shakespeare's being a Catholic, whereas Charles Knight would "not have Shakespeare to have been a Catholic on any showing"; Sidney Lee (Life, 1915, p. 485) declared that Shakespeare "was to the last a conforming member of the Church of England"; Halliwell-Phillipps, in his Outlines, implied that the poet was inclined to the newer faith and that John Shakespeare, while outwardly conforming to the newer faith, secretly adhered to the old one; and E. K. Chambers, in his William Shakespeare, moves rather into middle ground. Catholics and some Protestants insist that the Fulman-Davies MS (in Corpus Christi College, Oxford) definitely settles the question; it says: "He dyed a papist." J. M. Raich, in his Shakespeare's Stellung zur Katholischen Religion, asserted that this manuscript is the one historical record which makes it clear that Shakespeare died a Catholic. George Wilkes, in Shakespeare from an American Point of View, declared: "Surely it would require something more than mere incredulity on the part of Protestant biographers to annihilate this authoritative statement." Others, however, hold it was but a gossipy report.

²⁵ Cited hereafter in this chapter as P.C.C.

wills of the Elizabethan period-wills executed by Catholics and by Protestants alike. Thus: (1) a Protestant, a Puritan, and a Catholic alike "commended" or "recommended" his soul to God, who in the first place had given it to the testator. Sometimes the deviser "bequeathed," "gave back," or "returned" his soul to God, who had, as it were, lent it to him during his natural life. Alderman John Jeffreys of Stratford, in his will of July 22, 1566, devised: "I give my soul to God, to be in joy with our Blessed Lady and with all the holy Company of Heaven." (2) And hoping to "be made partaker of lyfe everlastinge" was a belief commonly expressed in a conventional formula applicable to a devotee of any phrase of Christian belief. (3) Then "assuredlie beleeving through thonelie Merittes of Jesus Christe my Saviour" was again a formula accepted by Protestant and Catholic alike. And, finally, (4) his bequeathing his "bodye to the Earth whereof yt ys made" was a formula accepted by each and all.

On the other hand, there are those who hold that since Shakespeare did not specifically mention the "Blessed Virgin Mary" or the "Blessed Mother of God" and that he did not beseech the "heavenly host of angels around the Throne of God" to intercede for his soul he was definitely not a Catholic. True, sometimes, but by no means always, the testator did specifically reveal his religious bias or definite persuasion. In 1473, Custance Potkyn, in her testamentary statement, set down: "First I bequeath my sowle to Almighty God, to oure blessed Lady, and to all the Holy Company of heavyn." On December 17, 1509, Anne Hayden, a widow, declared: "I as a sinful creature by reason of my demerits not worthy to be accepted into the holy company of heaven, and in steadfast faith, ask and cry thee, Jesus, our Lady Saint Mary, Thy Blessed Mother, all the holy company of heaven, and all the world, mercy, I commit my soul to Thee and to Thy blessed Mother our Lady Saint Mary, and to all saints of heaven

through the mean and help of St. John Baptist St. Anne St. Mary Magdalen and St. Christopher mine avouers." In 20 Henry VII, 1514, Jane Talbot, making her will, commended her soul "to this blessed Mother the Virgin Saint Mary and also to the charitable tuition and keeping of all the Saints of Heaven." George Lovekyn (9 Henry VII, 1503), in his Notificatio "bequeathed" and "commended" his soul to "His blessed Mother, our Lady Saint Mary the Virgin, and to Saint George the holy Martyr, and to all the holy company of heaven." Robert Arden, 1556, devised: "I bequethe my solle to Allmyghtye God and to our bleside Laydye Sent Marye and to all the holye compenye of heven." But not infrequently the testator unmistakably spoke his religious bias or persuasion as definitely not Catholic. E. I. Fripp (Shakespeare Studies, p. 10) cites a pre-Elizabethan will (January 26, 1549) which was rather definitely non-Catholic: "only trusting and firmly believing to be saved by that faith that I have in Christ, who did suffer for the redemption of one and all mankind, therefore not by the prayers of man or angels or the Virgin Mary." Sarah Ward, as late as 1662, declared, "I render back into the hands of my God and Creator the soul I received from him," and then expressed her confidence in "Jesus Christ and His all-sufficient Passion (on which I wholly rely, disclaiming any confidence in saints or angels)." That some pious souls ardently believed in the Catholic teachings but also considered

England may be seen from the exordium of January 29, 1663 of Dr. Sanderson Bishop of Lincoln: "And here I do profess that as I have lived so I desire and—by the grace of God—resolve to die in the communion of the Catholic Church of Christ and a true son of the Church of England." Another held "the Church of England, the soundest and best constituted part of the Catholic Church." Still others (especially the Protestants in France) declared they were not adherents to the Old Faith, "forcing us to worship the Bread and wine as being the flesh and bone of our Lord Jesus Christ, making us believe in the invocation of Saints." In William Shakespeare's confession of faith as a part of his testamentary statement certainly no religious bias or persuasion after the manner of passages cited above was revealed. The dramatist's statement is wholly noncommittal and is the conventional formula of the day. What actually his personal religious convictions were, there is at present no means of knowing. One would think that William Shake-

themselves true sons of the Church of

speare virtually copied his Notificatio and its exordium from William West's Simboleographie (1605), a volume of typical legal forms widely used in his day. It contained, among many other things, "The terms in which the soul was devised," under an example headed "Another forme of a Will." The West passage and the corresponding portion of Shakespeare's will are arranged be-

low in parallel columns.

West: Another forme of a Will

In the name of God Amen I, R.L. of &c. sicke of bodie but of good and perfect memory (God be praised) doe make and ordaine this my last will and testament in maner and forme following, that is to say: First I commend my soule into the hands of God my maker, hoping assuredly through the only merites of Jesus Christ my Saviour, to be made partaker of life everlasting, And I commend my bodie to the earth wherof it is made.

Shakespeare's Will

In the name of god Amen I William Shackspeare of Stratford vpon Avon in the countie of warrwick gentleman, in perfect health & memorie god be praysed Doe make & Ordayne this my last will & testament in manner & forme followeing That ys to saye ffirst I Comend my Soule into the handes of god my Creator hoping & assuredlie beleeving through thonelie Merittes of Jesus Christe my Saviour to be made partaker of lyfe everlastinge And my bodye to the Earth whereof yt ys made

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120 tre fine 2 Doming to be a forme Ame pieur gier La Da ge Roft the in fellow the salls from Manual Come in Land John Late yout a my se which the children of adam of make of open who had paid to a more of the character of the source n Potinism

[Document 240]

Third sheet of Shakespeare's will with signature, 1616. Original in Somerset House, London



It is interesting to note that among the eight hundred wills in Testamenta Vetusta, edited by Sir Nicholas Harris Nicolas, 1826 (under the subtitle of "Illustrations from wills from the reign of Henry II to the accession of Queen Elizabeth"), only one, that of John Gower, the poet, in 1408, supplied an explicit declaration of the Catholic faith. His will read: "I, John Gower, wholly commending myself, in the Catholic faith, to the divine mercy " Certainly these wills, during the very centuries when Catholicism was at its height in England, show anything but a stereotyped form which includes some mention of the Blessed Virgin and the Saints. Even the will of one priest in the large list does not use it. And Protestant Henry VIII, declaring himself to be "the supreme head of the Church of England and Ireland," in his will, says: "In the name of God, and of the glorious and blessed Virgin our Lady Saint Mary, and all the Holy Company of Heaven." Among the thirty wills in Wills from Doctor's Commons,14 the wills of 1495-1695, again, represent no uniform formula for Catholic practice in bequeathing the soul to God or to the especial custody of the saints. Even the wills of the last two of the pre-Reformation Archbishops of Canterbury exhibit no rigid or even sectarian formula: Archbishop Warham, 1530, commits his soul "sanctissimae Trinitati patri et filio et spiritui sancto," whereas Cardinal Pole, the last ante-Reformation Archbishop of Canterbury, after committing his soul to "omnipotenti Deo" includes a profession of faith and of loyalty to the Holy See. Isaac Casaubon, a native of Geneva, 1614, in his will declared: "I live and dye in that true and lively fayth whereby the just man lives which is taught us in Holy Scripture"—a conviction acceptable equally to Protestant and Catholic. John Hall's nuncupative will of 1635 neither commits nor bequeaths his soul -and he was a strong Puritan of courage and conviction. Hence neither the orthodox nor the unorthodox nor yet

¹⁴ Edited by John Gough Nichols and John Bruce for the Camden Society, 1862.

the heretical testator regularly indicated in his will his religious sectarianism. It is exceptional, indeed, to find any will of the Elizabethan period reading: "utterly renouncing all the superstitious traditions of the Antichristian Church of Roome," as did Edward Aldye, in 1611.

There are others who hold that Shakespeare was a Protestant and not a Catholic on the ground that his exordium does not designate that he should be buried in the Church-say, near the high altar-and that it does not devise a sum of money for prayers for the repose of his soul. Both of these items recur in Catholic wills; but, likewise, they frequently do not appear in good Catholic wills, that is, there is no general rule among Catholics with respect to including them. Such a statement, too, was included sometimes, as a more or less fossilized formula, even in wills by prominent Protestants. On the other hand, it should be remembered that the legal documents by which Shakespeare purchased New Place show that the Deed for New Place carried with it the right to a pew in the Stratford Parish Church and his deed of conveyance for the Stratford Tithes carried with it the right to be buried in the Parish Church. Automatically, without any such request in his exordium, his body would have been buried in the Church. Actually it was buried inside the chancel rail fairly near and to the left of the high altar. Many wills of that period make requests concerning place of burial. One or two in exemplification must suffice. Agnes Spicer, 1400, requested: "My body to be buried in the Church of St. Martin's under the bell ropes." Richard Brome of Kent, in 1530, requested: "to be buried in the church of Cowlyng in the mydyll alley wher for I bequeth to the church a cow to be dryvyn to church with me at my beryall." As early as 862, so the story goes, St. Swithin directed the monks to bury his body not in a stately shrine but in a "mean place outside the door where the foot of the passer-by might tread and the rain water his grave." Gilbert Carleton, in 1503, devised: "to be buried in

the Parish Church of Farmingham in one of two places as can be thought most convenient to my friends, either before the high altar in the Chancel there, so that my feet may be under the priest's feet standing at mass, or else under the step coming in at the Church door, so that every creature coming in at the same door may tread upon my burial." Such special requests for place of burial do occur, but they were not the rule in either Catholic or Protestant testamentary instruments. Even the gencral request to be buried within the Church was of frequent recurrence. The Church had most effectively taught the resurrection of the physical body; hence, sometimes, special request was made to be buried deep—very deep—so that the bones might be intact on Resurrection Day. As late as August 15, 1665, one John Garbrand devised that his body be interred "so deep in the earth as not unnaturally to take up other men's bones or too easily to scratch up my own by others." The tradition that Shakespeare was buried seventeen feet deep may be based on actual fact, though his will does not say a word about it. There were bequests for prayers, too, but they were by no means oft-recurring, even among good Catholic testators, as a critical examination of hundreds of medieval and Elizabethan wills demonstrates. Lady West, of Hampshire, in 1395, widow of Sir Thomas West, devised: "Also I bequethe xviij li.

and .x.s for to synge and seye MMMM [4,000] and CCCC [400] Masses for my lord sir Thomas West-is soule, and for myn, " In 1436 Richard Bokeland of London devised: "Item I beqweth moneye for M1 M1 masses to be saide after my decease." In 1431, William Fitz-Harry of London devised money and stated: "And y will, ther synge v. yere for me." Sometimes a pilgrimage was to be made for the deceased: in 1420, Sir Roger Salwayn devised: "Also I will hat som goode man be ordeine to goo for me to Iherusalem in pilgremage, and so far as is cost is lese than C hi in commyng and goyng." But actually these are rather rare cases.

From his plays, Shakespeare's reli-

gious bias or persuasion cannot be definitely determined. And the *Notificatio* and the exordium from his last will and testament throw no light on the topic. He employed the conventional formula of the day, one used by Catholics and Protestants alike.¹⁵ The contention made in the Fulman-Davies MS (before 1690), "He dyed a papist," cannot be proved and cannot be disproved from his will. Only Shakespeare and God—so far as this *Notificatio* goes —knew his inner sectarian religious persuasion.

II. The "Depositio."—The Depositio was virtually the setting down, in order, of the written statement of the devising or bequeathing. Thus the Depositio was the main body of the will, the corpus of the testamentary statement. Shakespeare, who in 1616 was a landed gentleman, was consciously concerned about the continuity of his family and that, too, in the male line of landed gentry, in accordance with the fundamental Anglo-Saxon precept. The provisions in his will were in effect "contractual donations."

1. The bequest to Judith—obviously revised from a marriage dowry to a

²⁸ When the Rev. T. Carter, in his Shakespeare Puritan and Recusant (p. 193), says, "the wording of Shakespeare's will is worth a little notice, for there was a Puritan and a Papist method of phrasing a will, and many men took the opportunity of declaring their faith in this manner, A Puritan's will usually began as Shakespeare's did," he does not reveal any firsthand acquaintance with the thousands of wills of the medieval and Elizabethan periods. Likewise, Karl Elze's statement (Shakespeare Jahrbuch, X, 108) which may be translated as "this preamble is nothing else than the regular form of the Protestant wills of that time and proves not the least with regard to Shakespeare's adherence to a Church, but only with regard to his Protestantism," was not based on first-hand acquaintance with the large number of extant Elizabethan wills.

¹⁶ Chambers (William Shakespeare, II, 176) voices a point of view which others also have set forth: "But it is possible that they [the deleted lines at the top of sheet 2] referred to Elizabeth Hall; and if so the inference may be, not that Judith was less tenderly treated in the revision, but that a trust fund originally meant, wholly or in part for Elizabeth, was transferred to make better provision for Judith, and Elizabeth left with only a reversion. Moreover, the specific bequest of the silver-gilt bowl to Judith is unaltered in sheet 3 from the original draft, and would have been su-persuous there if sheet 2 had already given her all the plate. I think the bulk of the plate was always for Elizabeth, although, curiously enough, an inconsistent mention of 'plate' appears in the residuary bequest to John and Susanna Hall." There is, of course, a possibility, though not a probability, that this was the dramatist's actual original plans he was

marriage portion after her marriage to Thomas Quiney on February 10, 1616 was essentially contractual. William Shakespeare's only son, Hamnet, twin of Judith, had been buried on August 11, 1506, as a lad in his eleventh year. Shakespeare's older daughter, Susanna (born 1583), was married in 1607 to vigorous John Hall, physician. They had one child-a daughter, Elizabeth. Now that the younger daughter, Judith, had recently married, there was possibility of male offspring there. Shakespeare's wife, Anne Hathaway, was now a woman of sixty-one. Accordingly, after the manner in such a case, William Shakespeare, in the absence of a son of his own and in the absence of a grandson, sought to continue the family through one or the other of these two daughters17 and "males lawfully issuing from their bodies." To Susanna, who was the older, he bequeathed the bulk of his real estate, a procedure which, according to Germanic custom, was essential. To the younger Judith he bequeathed certain generous amounts of cash, each of which carried with it contractual considerations. These bequests were clearly and definitely stated. They were not uncertain, vague, and confused, as some

concerned with establishing the family estate and the family lineage. If Chambers is correct, the poet aimed to do this through his older daughter, Susanna, and then through Susanna's own daughter, Elizabeth Hall. Such a plan would have eliminated entirely the younger daughter Judith, unmarried at the time the testator first drew up his will. But there is a definite objection to this interpretation: the phrasing of the bequests to both Judith and Susanna were in expectation of children from their loins-in expectation, too, of male children. It was through the male offspring that Shakespeare hoped to establish his family and family estate. Only when there was no offspring legally issuing from the loins of Judith or of Susanna was the reversionary inheritance to pass to Elizabeth Hall. Shakespeare's emphasis on the male offspringlisted to the seventh son-legally issuing from Susanna's loins shows what his intent and hope were. It was not customary in Elizabethan wills so to except a younger daughter (Judith was thirty-one years old) in favor of an eight-year-old granddaughter.

¹⁷ Old Capulet in Romeo and Juliet (1, ii, 14-16) utters the heartfelt concern for the continuity of his family. His children all, perhaps a son among them, had died and had been buried; through Juliet alone remaining would the family estate and lineage possibly continue. To Paris, who has come wooing Juliet Old Capulet tenderly says:

"The earth hath swallowed up all my hopes but she;

She is the hopeful lady of my earth."

scholars have asserted. The devises to Judith were two, of one hundred fifty pounds each.

Of the first £150 [about \$6,000], the sum of £100 was her "marriage porcion" and was to be paid to her within one year after the poet's death. Interest ("consideracion") at "the Rate of twoe shillinges in the pound" was to be paid for so long as the £100 remained unpaid to her after his decease. The other £50 was to be paid to her conditionally—that is, contractually—on condition that she relinquish "All her estate & Right in or to one Copiehold lyeing & being in Stratford vpon Avon holden of the mannor of Rowington vnto my Daughter Susanna Hall & her heires for ever." This copyhold property was the Getley purchase of 1602 critically discussed in chapter lxiv, above. Since it was a copyhold, and not a freehold conveyed by a fine, this legal provision was necessary in order to devise the entire landed estate of William Shakespeare to Susanna.

In Shakespeare's day a copyhold, which was peculiarly subject to the local custom of the individual manor, could not be devised by will without the consent of such person or persons other than the legatee who held a legal interest in the copyhold. Shakespeare's proviso in this case was in strict keeping with the English legal practice of 1616.

An additional £150 was devised Judith conditionally or contractually, "if shee or Anie issue of her bodie be Lyvinge att thend of three Yeares next ensueing the daie of the Date of this my will." During that period, the dramatist's executors were to pay her interest on this £150 at the rate mentioned earlier: "consideracion from my deceas according to the Rate aforesaied."

If, however, Judith should die within the three years "without issue of her bodye," then £100 of the £150 was to go to Elizabeth Hall, his granddaughter, who was potentially a factor in the continued descent of the Shakespeare family. And the remaining £50 was

²⁰ The Parliamentary Act of 1926 abolished all such copyholds and similar customary tenures and rendered all property holdings in England freehold.

then "to be sett fourth" for Joan Hart, Shakespeare's oldest sister, whose husband William Hart died but a few days (buried April 17, 1616) before the poet and who had been living in the Henley Street property. Joan, during her lifetime, was to have "the vse & profitt thereof"; but on her death, the £50 was to be equally divided among her children. Joan had three children-William, Thomas, and Michael-each of whom was remembered by the dramatist in his will. The proviso would keep this fund within the Shakespeare family, in the event of Judith's death. But if Judith "or anie yssue of her bodye" be living at the end of three years, the £150 was "to be sett out ... for the best benefitt of her & her issue & the stock [principal] not paied vnto her soe long as she shalbe marryed & Covert Baron." Judith was to receive interest, "consideracion," on the £150, paid "yearelie" and "during her lies." After Judith's decease, "the saied stock and consideracion to bee paied to her children if she have Anie & if not to her executors or assignes." This restrictive proviso would prevent the £150 ever passing direct to Judith's husband: the sum would thus be kept within the possession of the other members of the Shakespeare family. However, a special provision "Provided that if such husbond as she shall att thend of the saied three Yeares be marryed vnto or att anie [tyme]19 after doe suf-

¹⁹ A deal of misunderstanding and a lack of acquaintance with Elizabethan documents have been revealed in the various discussions of the phrase "att anie / after." The phrase is divided by the end of one line and the beginning of the next. The discussions centered around the point whether the phrase is "attaine after" or "att anie [time] after." Those who have interpreted it as "attaine after" are: Walter, Tucker Brooke, Tannenbaum, and Chambers. Those who have interpreted it as "att anie [time] after" are: Neil, Collier, Autograph Mirror (1864), Clarke, Butler, Malone, Staunton, Yeatman, Halliwell-Phillipps, Lambert, Gray, and Jahrbuch (1889). Furnivall transcribed it as "att anie after (sic)." Robert E. Hunter transcribed it as "at and after."

The problem is not one of handwriting. The letters in the passage are clearly "a-t-t a-n-i-e / a-f-t-e-r"; that is, the phrase is "att anie / after" with a slight ligature between the final s of "att" and the initial a of "anie." Such ligatures occur elsewhere in this same sheet of the will. The very first transcript [MS in the Folger collection] ever made of this document, that of the Rev. Joseph Greene in 1747, reads "at anie [time] after." The facsimile

ficientlic Assure vnto her & thissue of her bodie landes Awnswereable to the porcion by this my will gyven vnto her"—the "executors & overseers" were to be the judges—"then my will ys that the saied Cli shalbe paied to such husbond as shall make such assurance to his owne vse."

The word answerable, in Elizabethan

(made from an especially prepared photograph of the original) reproduced in this work shows unmistakably that the phrase is "att anie / after." The word "tyme" never was written (in the original will) after the word "anie"; that is, the word "anie" was written close to the margin with not sufficient space left for the scribe ever to have written the word "tyme." Moreover, microscopic examination of the margin at this point does not reveal pen marks for any such word as "tyme." Nor is the present margin at that point particularly impaired.

point particularly impaired. The problem involved in this passage is one of legal formula and usage. One thing is quickly impressed upon the student of Elizabethan documents: scores of legal phrases which had become fossilized continued to be employed. For illustration, "a conquestu [from the Norman Conquest]" remained as a fossilized phrase in nearly every fine long after dating from the Norman Conquest had ceased to be the practice. Other similar phrases and abbreviated formulas appeared in document after document. One of these phrases was "shall att anye tyme or tymes after." Richard Hathaway's will (1581), discussed earlier in this work, has this same conventional phrase, "Provyded always that if the saide Joane my wife shall att anie tyme or tymes att after my decesse." In no similar document has the present editor found the phrase "attaine after." The nearest approach is in "And likewise where a Man ravisheth a Woman married, Lady, Damosel, or other, with Force, although she consent after, he shall have such Judgment, (1285, Statutes of Edward I, c. 34). In such a phrase, however, the word "after" means "afterwards" and is not a part of a compound verb as "attaine after," "attain to," or "consent to." Sir Edward Coke's The Second Part of the Institutes of the Laws of England (p. 641) comments: "At first [Innocent III's letter to the Archbishop of Canterbury concerning the custom of paying the English tithes], it bound not the lay subjects of the realm, but being reasonable and just, it was allowed of and so became lex terrae." Here "allowed of" is a compound verb. The question is whether or not, in Shakespeare's will, the phrase actually was "attaine after" in the sense of "secure" or "achieve." When one rereads the bequest of the second £150 to Judith, it is clear that Shakespeare devised the sum provisionally-"if shee or Anie issue of her bodie be Lyvinge att thend of three Yeares next ensueing the daie of the Date of this my will." But a husband that she had or any that she might possibly have in the future (after three years) was also a consideration: if that husband would match the bequest, he was to have the £150. The phrase reads: "Provided that if such husbond as she shall att thend of the saied three Yeares be marryed vnto or att anie [tyme] after doe sufficientlie Assure vnto her . . . " Clearly, in the hasty rewriting of the first page of the will, on March 25, 1616, the scribe, who made other deletions and interlineations on this same sheet, inadvertently omitted terning to the word "tyme" from the very conventional and oft-repeated fossilized legal phrase "att anie [time] after." That is the phrase which so often recurs in old legal documents, and not the phrase "attaine after" in the sense of a compound verb.

wills, meant "equal to," "offset by equal values," "matched value for value." The word assure, in the phrase "doe sufficientlie Assure vnto her & thissue of her bodie," meant legally to guarantee, legally to provide, or legally to settle upon. This proviso, as Elizabethan wills go, required that Thomas Quiney, her husband, or any husband that she might have later, who would legally settle upon her and her issue lands equivalent in value, "answerable," to the £150, should be paid the "Cli." The fact that the prescription was "landes Awnswereable to the porcion" indicates the poet's desire to continue the family and the family inheritance in the line of landed gentry. The proviso does not read "goods" or "moneys" or "property"; it reads "landes."

Despite Dr. Karl Elze's conclusion (William Shakespeare, 1888, p. 509) that Shakespeare's will, and he referred to the bequest²⁰ to Judith, would "ever remain an insoluble enigma," the bequests to Judith are definite and clearly expressed. Each part thereof carried with it the rather conventional Anglo-Saxon contractual provisions, either explicitly stated or organically implied, so fundamental in an English testa-

²⁰ The most strangely incomplete and amazingly inaccurate statements have been made concerning the bequest to Judith. Sidney Lee (Life, p. 488) says Judith was to have an additional £150 if alive three years after the date of the will. The Rev. T. A. Gurney (The Contemporary Review, December 1925) said that £150 was to be paid to Elizabeth Hall if she survived the testator by three years. Frederick G. Fleay (A Chronicle History, 1886, p. 71) wrote that "Judith's marriage portion was to have been £100 on condition of her husband's settling on her £150 in land." Hamilton W. Mabie (William Shakespeare, 1901, p. 398) said the poet left Judith "a small property in Chapel Lane and money to an amount equal to about eight thousand dollars in current value, and certain pieces of plate." George Brandes (William Shakespeare, 1898, II, 408) declared that "Judith receives £150 ready money and £150 more after the lapse of three years, under certain conditions." Frank Harris (The Man Shakespeare, 1909, p. 277) said Shakespeare leaves to Judith "the tenement in Chapel Lane, £150 in money, and another £150 to be paid her if she was alive three years after the date of the will." S. A. Tannenbaum (Problems in Shakspere's Penmanship, 1927, p. 99) declared: "But even while the scrivener was penning the bequest, the testator changed his mind and decided that his daughter was not to have the principal ('the stock') at any time, probably because according to the then law her money would be the property of her husband." None of these statements need be made if the will is read in the light of the facts of its provisions and in the light of its essentially contractual nature.

mentary document in that day. The continuity of the family property within the family entail and of the family lineage was the consideration. This, too, was the implied contractual thesis of the bequest to Judith. In this respect there was nothing uncommon, nothing unusual, nor anything out of the ordinary in the bequest to Judith Shakespeare. It was pretty much just what one should expect in the light of that period and under the family conditions which then obtained.

That William Shakespeare made the special contractual proviso with regard to his son-in-law, Thomas Quiney, (1) because of his dislike of the new addition to his family or (2) because the sonin-law was shiftless and impecunious, as some scholars have asserted, there is nothing to show. Thomas Quiney was the son of Richard Quiney, one of William Shakespeare's intimate and personal friends in Stratford. True, after Judith had borne him three sons-Shakespeare, Richard, and Thomas, each of whom died before reaching the age of twenty-one—it appears that he left her and went to London, beyond which his history has not been traced.

While wills containing provisos unfavorable to a son-in-law are not frequent in occurrence, they do appear now and then. In the will of Elizabeth Condell (widow of Henry Condell, who died in 1627), dated September 1, 1635—she died the following October 30—she was stern in her statement of her testamentary bequests. To her executors she devised £ 10 each "to have care unto my grandchildren, the children of my daughter Finch [her daughter had married one Herbert Finch], and to perform my will in such a manner as I shall appoint, for certain causes which I have made known to them touching my own son, William Cundell, as also my son-in-law, Mr. Herbert Finch—the which I hold fit herein not to mention." She asserted further: "I do intend that my said son-in-law Mr. Herbert Finch [Finch had served as one of the overseers of Henry Condell's will in 1627] shall never have the same [one striking clock, two gold hatbands, and one gold whistle, with reservations to her children and to nobody else. Therefore I will that my executors shall keep these goods for my grandchildren unless he my said son-inlaw shall keep house and shall then give good security to my executors that my grandchildren shall have those goods after their mother's death, in case they be not worn out before then." She provides that her son William Condell, then twenty-six years old, shall have 20s. a week at his mother's death, "but if the executors in their discretion and judgment shall think fit to give him any more, then such sum shall be paid out of the interest, lease or term of years which I have in the Globe and Friars [Blackfriars] and my reason is that I would have no part of my estate neither prodigally spent nor lewdly wasted by him." And, finally: "But if my executors find and see that my said son William Cundell shall not amend his courses, but spend that estate and means which he now has, then my will is that he shall only have the said twenty shillings, unless his extreme poverty and need shall cause my said executors to afford him what in charity they shall think fit." Certainly in Shakespeare's will there is not the least hint of a dislike for Thomas Quiney such as Mrs. Condell evidenced against her son-inlaw Finch.

2. Shakespeare's bequest to his sister Joan Hart was a generous and thoughtful one. Within a very short time after he executed his will on March 25, 1616, Joan was widowed (April 7). Her brother's devise to her was not unwelcome. It was: (a) £20 [about \$800] in cash; (b) "& all my wearing Apparrell"; (c) and the right "for her naturall lief vnder the yearelie Rent of xijd [a nominal sum of about \$2.00 a year]" to occupy the Birthplace in Henley Street.

To anyone unacquainted with wills before and during the Elizabethan period, such a bequest to a sister as "& all my wearing Apparrell" appears a bit commonplace. Property of any sort was, after all, a sort of family possession to be continued within the family

or at least within the circle of kinship or very close friends. And such personal items as wearing apparel were not omitted. True, King Alfred's will (†901) did not devise items of clothing. But other Anglo-Saxon wills (see Whitelock's Anglo-Saxon Wills), after the Anglo-Saxon manner, frequently bequeathed articles of clothing. In Eadred's will, wearing apparel took its place in the devise along with hides and horns. Women as well as men bequeathed wearing apparel. Æthelwold (ca. 987) devised: "And I grant to the ealdorman a fur robe and I grant the other fur robe to Leofwine." Æthelflaed in her will (ca. 975-91) devised: "First, I grant to my lord four robes and four cups and four bowls and four horses." Ætheling Æthelstan (1015) bequeathed: "the gold belt and the armlet which Wulfric made." William de Beauchamp, Earl of Warwick, bequeathed (1296) the vestments of his chapel to his wife during her life, and afterwards the best suit was to belong to Guy, his eldest son. John Grene, Canon of Wells, devised (1409): "To Edith Dukke my best lined cloak." Roger Flore, after bequeathing (1424) his best gowns to his children, devised: "And I will that the remnaunt of my clothes for my body be dait amonges my seruantes." Jone Monter, widow of Ledred, devised (1489): "Also I gyve to Elisabeth Wike a smoke and a napron." Thomas Lymbrye bequeathed (1527) to "John Lymbric my son the best apparel of my body." John Mawde of Warley gave (1539) "To Edwarde Kingstone, my brother in lawe, my whit foldinge jacket, one dublet, and one pare of hosse, and also one sherte." Richard James bequeathed (1557) "To Robert Idez my lether jerkyn and a payer of hoses." Ralph Manwaring of Oldcastle bequeathed (1588) "To my cosin Margery Prestland a blacke silke knitt purse. To my sister Anne one gowne of sheeps color wch lieth ripped in my chest." In 1603, Thomas Pope devised: "Item, I give and bequeath to Robert Gough and John Edmunds all my wearing apparel, and all my arms, to be equally divided among

them." And in 1616, William Shakespeare bequeathed his sister Joan "& all my wearing Apparrell." Thousands of extant wills before 1616 exemplify the naturalness of the provision.

Garments in that day were far more individual than they are nowadays. And the better ones were expensive. Today a suit of clothes is a trifle; in Elizabethan times a cloak, or a tunic, or a doublet was a treasure. Style, materials, color, and trimmings were emphasized: capes, jerkins, coats, cloaks, hose, doublets, bonnets, shirts, belts, shoes, garters, cassocks, boots, and robes; silks, taffetas, worsteds, velvets, cloth of gold, cotton, and leather; greens, blues, reds, blacks, golds, scarlets, violets, and crimsons; furs, gold braid, otter, fox, polecat, cony, foyne, and vair. Traditionally theatrical folk have had rich and even lavish wardrobes. Even if William Shakespeare was reserved in his tastes, his personal "wearing Apparrell" must have been something above the average of Stratfordians. Garments were for the most part products of hand labor, made of excellent heavy materials, and lasting in quality. That clothing so bequeathed actually was sometimes remade into other apparel is evidenced by the will (1575) of Edmunde Smythson: "Item, I geve to George Smythson and Francis Smythson my brother Thomas sonns, my jaket and a girkyng of blak russette to maike thaym girkyngs of."21 There may have been sentiment and affection also in the bequest to Joan; for she, so far as can be determined, was the only one of all Shakespeare's brothers and sisters remaining alive in 1616. She was not a widow when he made his will on March 25, 1616. The bequest, accordingly, was dictated by sober good sense.

3. To Joan's three sons, Shakespeare's own nephews, William, Thomas, and Michael, he bequeathed £5 (about \$200) each. This total for the three boys, \$600, again, was no trifle. It has been said by some scholars that, in the poet's listing the names of his three nephews, he, ill as he was, was unable

to recall one of the names-that of Thomas—and that a vacant space was, accordingly, left for it in the script passage in the original will. This, those critics have said, is pathetic evidence of Shakespeare's failing memory. But anyone familiar with Elizabethan wills knows that not infrequently one of a series of items in a will was thus omitted. The court would have understood-though the three were not actually named—that William, Thomas, and Michael Hart, all three were intended by the testator. The bequest reads very specifically "her three sonns Welliam Harte [Thomas] hart & Michaell Harte." From such evidence as this more or less inadvertent omission of one of the names in a group, one cannot logically deduce that at the time of executing his will the great English dramatist was seriously ill and his mind was failing. Had this actually been the fact, legally he would have been disqualified to execute any testamentary document. These three nephews were, respectively, 16, 11, and 8 years of age.

4. To Elizabeth Hall, his eight-yearold granddaughter, whom earlier in his will he identified as "my Necce Elizabeth Hall," the poet devised "All my Plate (except my brod silver & gilt bole) that I now have att the Date of this my will." For the subsequent history of Elizabeth Hall, see chapter cxy, below.

5. To "the Poore of Stratford aforesaied tenn poundes." Ten pounds, approximately \$400, was a generous bequest to the poor of his native town. He was in a financial position to leave a bequest to the poor, as anyone of means was expected to do. It was the prevailing practice. And £10 was a generous sum in the light of the total estimated value of Shakespeare's estate.

Before the time of Christ, poverty was looked upon as a dreaded evil,²²

a sign of malediction, a visitation of punishment from God. In the writings of Cicero, Seneca, Epictetus, Marcus Aurelius, and others, occur occasional suggestions of the doctrine of charity for the poor. But nowhere in antiquity was there the general or public practice of care for the poor. In the Rome of the Caesars such regulations as provided for the stricken poor were but ephemcral political measures to quiet the insurgent Roman proletariat. No political, philosophical, or religious leader among the ancients ever set in motion a widespread movement to care for the poor. With the coming of Christ, a new sense of charity developed in the Western world. He declared: "the poor always ye have with you." (John 12:8). He then pronounced the strangely new doctrine: "Inasmuch as ye have done it unto one of the least of these my bretheren, ye have done it unto me (Matt. 25:40). The great Mother Church assumed as one of its most important obligations the care of the poor, an obligation incumbent on all Christian folk. Pope Gregory the Great, in a letter of instruction replying to St. Augustine's inquiry from England in 596, directed that of all the maintenance provided for the Church one-fourth should be devoted to relief of the poor. During the flourishing period of the monasteries, the problem of these improvidents was virtually taken care of. Few wills of those centuries omitted a generous bequest to the poor. Anyone who did not make a bequest to those who were needy and decrepit was not altogether in harmony with the spirit of the times. Thousands of wills of the period contain such bequests.

With the dissolution of the monasteries under Henry VIII, a horde of shabby and unfed poor were set adrift in the byways and hedges. At length Acts of Parliament began to try to cope with the serious problem of these unfortunates. Yet, the individual custom of making bequests to the poor fortunately continued, and William Shakespeare's bequest to the Stratford needy was in line with this tradition.

It may be of interest to note what

²² James Raines, Wills and Inventories from the Registry of the Archdeaconry of Richmond, 1853, p. 258.

²² See Kenelm H. Digby, Mores Catholici (4 vols., 1888, Vol. I); Edwin Hatch, The Growth of Church Institutions (1895); George Nicholls, A History of the English Poor Law (3 vols., 1898-99); see also the many collections of wills listed in the bibliography below for authoritative material on the history of the poor in England.

other men of the dramatist's acquaintance gave to the poor: Henry Condell, £5; Thomas Pope, £3; Augustine Phillips, £5; Nicholas Tooley, £80 as a trust fund, the income from which was to be devoted to the poor; John Heminges, £3; Richard Ainge of Stratford-upon-Avon (will dated 1608), £2. By comparison, Shakespeare's £10 is more than generous.

6. Shakespeare bequeathed "to mr Thomas Combe my Sword." Every Elizabethan gentleman who considered himself well and conventionally dressed carried a sword. A good sword as an article of dress of that period was approximately what a good watch was to a much later generation. The gift, no doubt, was one of personal consideration and friendship for the Combe family. There was a touch of gallantry and of devotion in the bequest. Similarly, Robert Earl of Suffolk, 1368, bequeathed, "to William my eldest son my sword."

This Thomas Combe was the younger son of Thomas Combe and nephew of the dramatist's lifelong friend, John Combe, who had died in July 1614. William Shakespeare himself had no son living to whom he could leave his sword. Nor did he have a grandson living. Young Thomas was then living with his father at College House, the one house in Stratford that was finer than William Shakespeare's New Place. This young Thomas Combe had an elder brother, William, still active in the attempted enclosures at Welcombe; but the dramatist did not make any devise to him.

7. Another bequest was "to Thomas Russell Esquier ffyve poundes," approximately \$200 in modern values. This Thomas Russell, Esquire—the only person accorded this significant title in the dramatist's will—was appointed one of the overseers of the poet's will.

8. And he bequeathed "to ffrauncis Collins of the Borough of warrwick in the countie of warrwick gentleman thirteene poundes Sixe shillinges & Eight pence." This £13 6s. 8d. was about \$535 in modern values, a sum devised to Collins for his part in su-

pervising the drawing up of Shake-speare's will and for acting as one of the overseers. John Combe, whose will Collins drew up also, bequeathed Collins £10 (\$400) and Collins' wife Susanna £6 13s. 6d. (\$265). Combe bequeathed £5 to Sir Henry Rainsford for the latter's service as overseer of the former's will. In 1616 Francis Collins was called to Stratford as town clerk to succeed Thomas Greene. Collins died the following year. (His will, dated September 20, 1617, is at Somerset House, where it is identified as Prerogative Court of Canterbury, 101 Weldon.)

9. To Hamnet Sadler (substituted for "mr Richard Tyler thelder," whose name was deleted), to William Reynolds, gentleman, to Anthony Nash, gentleman, to Mr. John Nash, to John Heminges, to Richard Burbage, and to Henry Condell were bequeathed each "xxvj's viijd" with which to buy memorial rings.

Richard Tyler the elder, according to the Stratford records, did not die until 1636. Hamnet Sadler was a witness to the poet's will. The Nashes and the Reynoldses were influential and wellto-do Stratford people. Reynolds himself, at the time, was a man of thirtythree and a landowner. His father, "Mr. Thomas Reynoldes, gent.," was buried on September 8, 1613. William Reynolds inherited from John Combe, who described Reynolds' mother as his "cousin," the two large plots of land on the Evesham road familiarly known as "Salmon Jole" and "Salmon Tail." He married a Frances De Bois of London. On March 6, 1633, he was buried in the Stratford Church. Anthony Nash was a well-to-do owner of land at Welcombe; like Shakespeare he owned some of the Stratford tithes. Anthony was buried in Stratford on November 18, 1622. John Nash was Anthony's brother. Thomas Nash, a younger son of Anthony, married Elizabeth Hall, Shakespeare's granddaughter, in 1626. He died in 1647.

Richard Burbage (†1619) was, of course, the popular actor for whom Shakespeare had written most of the

tragic roles in his plays. Burbage achieved his first important success in Richard III. On his death in 1619 there was manifest mourning. He had won distinction in his "quality" (profession of acting), had earned something in the way of property holdings, and had made a lasting impression on the theater-going London public. His chief rival was Edward Alleyn, of Henslowe's the Admiral's Men. John Heminges and Henry Condell were honest and reliable folk, churchwardens at St. Mary Aldermanbury in London, who directed the activities of the King's Men. John Heminges was the manager of the company. The two were bookkeepers (custodians of the manuscript plays which the company owned) for the King's Men. When, in 1623, the First Folio was issued, Heminges and Condell were the ones who issued it. To these three men, the dramatist's intimates in the theater, the poet bequeathed "xxvjs viijd" (about \$53), each to buy memorial rings. William Shakespeare was not unappreciative of long professional associations and of deeply abiding friendships. These men had been together as the chief members of the Lord Chamberlain's Men, later elevated by James I to be the King's Men. And on March 27, 1619, when a new Patent was issued to this dramatic organization, Burbage, Heminges, and Condell headed the list of actors given in that Patent. These were the men of the theater whom Shakespeare remembered in his will.

10. To "my godson William Walker xx" [about \$40] in gold." At that date young Walker was a lad of eight. He was a son of Henry Walker, mercer, alderman, and Bailiff of Stratford.

vife of John Hall, "for better enabling of her to performe this my will & towardes the performans thereof," Shakespeare bequeathed all his real estate. This real estate consisted of: (a) a "Capitall Messuage Called the newe place wherein I nowe Dwell"; (b) "twoe [one had been pulled down in the fire of 1594; these were the Birthplace properties] messuages or

tenementes in Henley streete"; (c) "And all my barnes stables Orchardes gardens landes tenementes & hereditamentes whatsoever within the townes Hamlettes villages ffieldes & groundes of Stratford vpon Avon Oldstratford Bushopton & welcombe" [these were the Stratford Tithes which Shakespeare had purchased in 1605 for £440]; (d) "All that Messuage or tenemente wherein one John Robinson Dwelleth in the blackfriers in London nere the Wardrobe" [property which Shakespeare had purchased in 1613]; (e) "& all other my landes tenementes & hereditamentes whatsocuer." This last phrase would of course cover the Getley property, which the poet had purchased in 1602. It was this Rowington copyhold in return for whose estate and interest therein Judith was bequeathed £50 on condition that she surrender it to Susanna. All this real estate was devised "vnto the saied Susanna Hall for & During the terme of her naturall lief."

Thus, that it was William Shakespeare's very deep concern to establish and continue the Shakespeare family in the descent of the landed gentry is definitely indicated by three items in his last will and testament: (a) his bequest of a possible £300 to Judith, his younger daughter, with specific mention of her children, if she should have any; (b) his bequest of all his real estate to Susanna, his older daughter, who was most likely to bear further children (she had a daughter Elizabeth and was married to the vigorous Puritan John Hall); (c) his very specific proviso that she should possess the real estate during "her naturall lie?"—and then the following very definite provision for a possible son who would carry forth and continue the Shakespeare family: "& after her Deceas to the [i] first sonne of her bodie lawfullie yssueing & to the heires Males of the bodie of the saied first Sonne lawfullie yssueinge & for Defalt of such issue to the [ii] second Sonne of her bodie lawfullie issueinge & so to the heires Males of the bodie of the saied Second Sonne lawfullie yssueinge & for

defalt of such heires to the [iii] third Sonne of the bodie of the saied Susanna Lawfullie yssueing & of the heires Males of the bodie of the saied third sonne lawfullie yssueing And for Defalt of such issue the same soe to be & Remaine to the [iv] ffourth sonne-[v] ffyfth [vi] sixte & [vii] Seaventh sonnes of her bodie lawfullie issueing one after Another & to the heires Males of the bodies of the saied ffourth fifth Sixte & Seaventh sonnes lawfullie yssueing in such manner as yt ys before Lymitted to be."

These specific provisos were thus limited to the blood descendants of William Shakespeare via a son (not a daughter) of Susanna Shakespeare-Hall and "to the heires Males of the bodies" of those sons. That is, William Shakespeare deliberately established the entail of the family estate. In default of any son to Susanna, Shakespeare then turned to his granddaughter Elizabeth Hall, then a lass of eight years. The proviso read: "And for defalt of such issue [to Susanna] the saied premisses to be & Remaine to my sayed Neece Hall & the heires Males of her bodie Lawfullie yssueing." Again the statement concerned male, not female, descent. Then Shakespeare turned to his younger daughter Judith; the will provided: "& for Defalt of such issue [to Elizabeth Hall] to my Daughter Judyth & the heires Males of her bodie lawfullie issueinge." Then the dramatist made the last provision about the family estate and descent in the stipulation: "And for Defalt of such issue [to Judith Quiney] to the Right heires of me the saied William Shackspere for ever."

Few Elizabethan wills, in their phrasing relative to the family estate and family descent were so specific and so insistent as this. The present editor would be hard put to it to cite a full parallel. He has found only one that somewhat approached it in this matter. In this respect, Shakespeare's will is all but unique. The great dramatist was not wanting in virile family pride.

This bequest of the real estate to Susanna carried with it the obligation to continue the Shakespeare family to

a far generation. While actually that was not accomplished, for Susanna had no son, her daughter Elizabeth had no issue by either Thomas Nash or John Barnard, and Judith Quiney's three sons each died before reaching the legal age of twenty-one, it was the family objective. Moreover, although this family obligation was not specifically stated in the will, it was implied. According to the old principle of contractual giftgiving, a devise of the bulk of the property, especially real estate, to an oldest son or an oldest daughter carried with it an implied obligation. From this point of view, Shakespeare's bequest of his real estate to Susanna was contractual. This was further emphasized by the dramatist's clearly and specifically devising the family property entail; that is, arranging for it to pass to succeeding Shakespeare generations by blood descent to a point where there would be no blood descendants.

The final phrasing of the devise to Susanna read "& all other my landes tenementes & hereditamentes whatsoeuer." What, if any, the other "landes tenementes & hereditamentes whatsoeuer" were, there is no documentary evidence to show. Adams (Life, p. 470) asserted: "Among the 'hereditamentes whatsoever' were of course included the miscellaneous investments of money, such as the Stratford Tithes, and the shares in the New Globe and the Blackfriars playhouses." The Stratford Tithes, however, already had been devised to Susanna and were identified as of "Stratford upon Avon, Old Stratford, Bishopton, and Welcombe," as had similarly the Blackfriars property. Even a casual reading of the bequests to Susanna shows that "hereditamentes whatsocuer" was employed twice in the devising: first with the devise of the Tithes, and, second, with the devise of the Blackfriars property in London. Commonly "hereditamentes whatsoever" was a conventional legal phrase used to cover anything additional that was inheritable. From the subsequent history of Shakespeare's estate, it is clear that the properties devised to Susanna were about all the poet owned in 1616.

It should be noted that Susanna (†1649) and John Hall (†1635) continued virtually intact the Shakespeare family estate—except that the Rowington copyhold followed the practice of the manor and that in August 1625 they sold the Tithes to the Corporation for £400. The family estate was still intact when Lady Barnard executed her will in 1670 (see chapter cxv, below).

12. "Item I gyve vnto my wief my second best bed with the furniture.' This was the sole legal bequest of the dramatist to his wife. But Anne Hathaway was not the only woman of her day to whom was bequeathed the second-best bed instead of the first bed. It should be remembered that "the furniture" refers to the furnishings of the bed (valance, curtains, coverlets, etc.) and not to the furniture of the room or to the furniture of the house. Furniture meant accompanying equipment of almost any sort. Sir Thomas Lucy the younger, in 1600, devised to his son Richard "my second best horse and furnyture." Such "furniture" of a bed was sometimes called "geare" or "harneys" and was not infrequently rather elaborate. Thomas Troky in his will (Prerogative Court of Canterbury, March 1418, folio 346v) of 1418 devised, " . . . also al myn Harneys, bat is to say, a bed of Lyn [linen?] wit a hood [canopy] silouer and Couerlet of be same wrought wit mapil leues and fret of .iij. foill, & " A canopy and a valance were essential parts of an Elizabethan bed.

The devising of such personal and private items as a bed, a brass pot, a warming-pan, a chest, a basin and ewer, and scores of other individual articles was very common in early testamentary documents. These articles were described as "best" or "second best," or "thridde best" or "old," or "new." Even a casual perusal of those testamentary documents will reveal this fact. Beds of all sorts and of all conditions were devised to a son, to a daughter, or to a wife. Nor was the wife always even thus remembered. An oldest son or an oldest daughter, not infrequently, appeared to be given the preference in such a bequest, and not because of strained marital relations. Among Anglo-Saxon folk family descent via the male line was of chief concern, not necessarily via the wife. William Lord Furier of Graby, in his will of 1368, devised "to Henry, my son, my green bed, with my arms thereon to Margaret, my daughter, my white bed and all the furniture, . . . the choice of my cups of gold, with the silver bowl, which I always used myself, and likewise my best bed with all the furniture." In 1387, Robert Corn in his last will and testament (1 Commissary Court of London, Courtney, 1374-1400, leaf 108v) devised, "Also y be-quethe Bartilmewe neue the bed of tree, with the cheste atte the foot weche they have of myn, & the lauour of pewter with the basyn of led." Thomas Mussenden, in 1402, devised (Testamenta Vetusta, I, 161), "to Johanna, my wife, all her apparel, together with all the ornaments of her body, and all jewels, &c. which she had at the time of her marriage, excepting one bed covered with ermine, which bed I bequeath to Thomas my son; and also one other bed." In 1406, Thomas Lord Furnival bequeathed (see Nicolas, Testamenta Vetusta, I, 169) "to John Talbot, and Maria his wife, my best bed, with all the furniture thereto belonging." Sir William Langeford, Kt., in his will (Prerogative Court of Canterbury, Book March, leaf 187, quire 24) of 1411, devised: "Also y be-queythe to Robert myn heldest son a reed bedde of worsteyd." Richard Yonge, in his will (Brown 1400-1418, 2 Commissary Court of London, leaf 263) of 1413, bequeathed, "tho William my sone, a new bras pot, an a panne an a bedde, an a potel pot of peuwter." In 1415, Edward Duke of York, in his testamentary articles (Testamenta Vetusta, I, 187) devised, "to my dear wife, Philippa, my bed of feathers and leopards, with the furniture appurteining to the same." In 1586, Hervey Harte, in his will (Fennell's Shakespeare Repository, No. 1, p. 1) devised, "unto John Harte, one bed, on the right-hand coming in at the door in the Star Chamber, with all the furniture in the chamber called the Half-Moon." In 1605, February 20, John Fortescue, who had a wife Mary and five sons, in his will be-

queathed six featherbeds: "of which ffeatherbeddes my will is that my eldest sonne Hughe ffortescue . . . shall ffirste chuse one for himself, and my saide wife nexte, and so by one and one in turne alterchangeably until all sixe are uppe." It is clear that in this instance, the wife was given the second-best feather bed, assuming that the first son selected the first best. And on December 22, 1608, Thomas Combe (father of William and Thomas of the Welcombe enclosure activities) in his will (P.C.C., 13 Dorset) devised to his wife (the widow, Mary Savage-Young) that she should have the occupancy and use of all "tables bedsteads and other standerdes except the best Bedsteads which I will give and bequeath vnto my sayed sonne William with the best Bedd and best furniture therevnto belonging to haue to his own vse." Here Combe has devised definitely the best bed to his son William and has bequeathed the second best to his wife.

And thus William Shakespeare, on March 25, 1616, in conformity with the practice of the day, bequeathed to his wife, Anne Hathaway, "my second best bed." Some such intimate and private article was often the sole bequest to a wife. It was a husband's tender remembrance—not a slight and not a disinheritance.²⁸

Malone (Variorum, 1821, II, 607, n. 6), strangely enough for so astute a scholar, wrote: "It appears, in the original will of Shakespeare (now in the Prerogative-Office, Doctors' Commons), that he had forgot his wife; the legacy to her being expressed by an interlineation, as well as those to Heminges, Burbage, and Condell." This comment has been repeated ad nauteam. Severn, in his 1839 edition (p. 56) of "Ward's Diary" (original manuscript now in the Folger Shakespeare Library), correctly implies: "The interding invariant of his processing of the control terlinear insertion of his bequest [to his wife] is no more proof of intentional neglect, than that of his fellowes, John Hemmings, Richard Burbage, and Henry Cundell, xxvi- viiid, to buy them ringes'; or to 'William Raynoldes, gent xxvis. viiid, to buy him a ringe. They are all, doubtless, alike the omissions of Shakespeare's lawyer, or of the person employed to transcribe the will; omissions of a similar kind being very frequent in legal documents." Severn says further (p. 57): "few, if any, either in London or in the country, are themselves in the habit of sleeping on the first best bed,-this was probably by Shakespeare reserved for the use of Jonson, Southampton, the aristocratic Drayton, or for other of those distinguished persons with whom he is known to have been in habits of intimacy. The second best bed was, doubtless, the poet's ordinary place of repose—the birthplace of the children; . . . it must have been, to Mrs. Shake-speare, of more value than all the rest of his wealth."

13. "Item I gyve & bequeath to my saied Daughter Judith my broad silver gilt bole." Earlier in the dramatist's will he had devised all his plate except this "broad silver gilt bole" to Elizabeth Hall.

14. "All the Rest of my goodes Chattels Leases plate Jewels & household stuffe whatsoeuer" were bequeathed to John Hall and Susanna, with a proviso: "after my Dettes and Legasies paied & my funerall expences Discharged." This devise made John Hall and Susanna his wife the residuary legatees. This devise was rather inclusive: just what those goods, chattels, plate, jewels, and household stuff were cannot now be determined. New Place was the second finest house in Stratford, and no doubt the house was comfortably equipped with furniture, household stuff, and plate; and Shakespeare, as a dramatist and an actor probably had some of the trappings and gear incident to that profession, perhaps even some jewels. Just what in the way of leases he had, besides the lease for the Stratford Tithes which he had already devised earlier in his will, there is no documentary evidence to show. This blanket bequest served to retain all this material within the larger family estate holdings devised to Susanna.

The proviso for paying his debts was in keeping with the best testamentary practice of the period. The Church had in charge the probating of wills. The Booke of the Common Prayer (1549) "admonished [the sick man] to make his Will, and to declare his debts, which he oweth and what was owing unto him, for the better discharging of his conscience and the quietness of his Execu-

Adams (Life, p. 467) comments: "The best bed, we may suspect, was an ornate affair reserved for transient guests; the second-best bed, though less expensive, was probably the more comfortable, and the poet was now thinking in terms not of money but of comfort."

Elizabethan beds, with their large, heavy, and even

combersome bedsteads, their heavy canopies, their heavy rope latticed work in place of modern springs, their rather sude mattresses, when new or when seldom used, were like a new pair of short-hard, un-rielding, and uncomfortable. On the other hand, like a pair of old shoes all worn out, an old bed, with its wornout rope lattice, was full of uncomfortable holes. A record-best bed, one not brand new and one not old and wormout, would be far and away the most comfortable

tors." The Church had long emphasized the principle that a man arranging his affairs in the event of death should provide for the payment of his proper debts and should list the debts due him from others. Not infrequently such debts due him were itemized specifically and the debtor was released from the obligation by the testator's bequeathing the corresponding sum to him. The absence of any such listing of debts owed by the dramatist or an itemizing of debts due him from others suggests that Shakespeare's business affairs were in excellent condition.

The inventory of his goods which was submitted with the will to the Prerogative Court on June 22, 1616, may have contained the list of debts due him, if any. That inventory has never been found.

15. "Iohn Hall gentleman & my Daughter Susanna his wief' were appointed executors of the will. The appointment of the oldest son or, in default of such, the oldest daughter was common in sixteenth- and seventeenthcentury wills. Here the Puritan, John Hall, husband of Susanna, was joined with Susanna as the executors. The dramatist's wife was not alone entrusted with this responsibility. While it was not the invariable practice to do so, a living wife was very often given the responsibility of making the final settlement of her husband's estate. The inference is that John Hall had the confidence of William Shakespeare.

16. "Thomas Russell Esquier & ffrauncis Collins gentleman" were appointed overseers. Such an appointment of overseers in addition to executors, while not the general procedure, was frequent. It suggests that the dramatist was anxious that the provisions of his testamentary writing should be executed in accordance with his expressed will. Francis Collins, who had supervised the drawing up of the original will, was one of these overseers. He better than anyone else would know the intent-and a probate court in settling any estate has always been concerned with the intent of the testator-of William Shakespeare in making his testamentary devises.

Of Thomas Russell a good deal has been brought to light by the copious industry of J. Leslie Hotson in his I, William Shakespeare, Do Appoint Thomas Russell, Esq. (1938). Earlier in the will, Shakespeare had bequeathed £5 to Thomas Russell and £13 6s. 8d. to Francis Collins. Obviously these special bequests were for the services they were rendering in connection with the will. While such requests were not generally so stated in wills of the day, the poet's request that Russell and Collins act as the overseers of his will was phrased as follows: "I Doe intreat & Appoint the saied Thomas Russell Esquier & ffrauncis Collins gentleman to be overseers hereof." The word "intreat"

is not without significance.

Leslie Hotson has identified Thomas Russell, friend of William Shakespeare, in the following respect: (1) Thomas Russell belonged to the notable Russells of Strensham located a few miles below Stratford on the Avon River. (2) He was of high social rank, was "right worshipful," was "esquire," and was knighted by James I. (3) Sir John Russell, companion of Prince Hal in Henry IV, was an ancestor (Sir John disappearing in the revised form of the play). (4) Thomas was born in 1570 to Sir Thomas Russell (d. 1574 at Strensham) and Margaret Liglon, whom he had married rather late in his life. Margaret Liglon-Russell, his widow, subsequently married Henry (later Sir Henry) Berkeley of Burton, Somersetshire, a man who hated the Pembrokes and all that the Pembrokes represented. (5) Thomas on the death of his father came into goodly inheritance. (6) The Queen's College, Oxford, records show that in 1588 Thomas matriculated as "of Worcester, aged eighteen, son of a knight." (7) In 1590 he married Katherine Bampfield, to which union two daughters were born; but Katherine herself died between 1595 and 1599. (8) Marrying a second time, Thomas Russell established connections in London, where he became prominent in the social-political-literary life of the metropolis, and at the same time continued his business and social contacts in Stratfordupon-Avon. (9) Thomas Russell was a friend of Francis Bacon, who called him his "alter ego" and who submitted his written works to him for criticism. (10) He was a friend of Endymion Porter, who was patron of poets and a favorite of both James and Charles. (11) He was intimate with Henry Willoughby, the author of Willobie His Avisa (1594), in which, in all likelihood, the "W.S." stands for William Shakespeare, in compliment and flattery to whom Willobie His Avisa was written by the admiring Henry Willoughby. (12) Thomas knew the London poet Leonard Digges, whose commendatory verses to Shakespeare were included among the preliminary materials of the First Folio (1623). (13) Thomas Russell married as his third wife Anne Digges, widow of Sir Dudley Digges, the London astronomer and the father of Leonard Digges, the author. (14) Mr. Edmund Bushell's daughter married a half-brother of Thomas Russell: Bushell was mentioned in Richard Quiney's letter of October 25, 1598, to William Shakespeare, requesting a loan of £30; and both Bushell and Thomas Russell were neighbors and friends of the dramatist. (15) In and about Stratford-upon-Avon Thomas Russell was active in business, sued and was sued for the collection of debts, just as was John Shakespeare during his later days. (16) In 1630 Thomas Russell died. Although Sir Sidney Lee (Life, 1915, p. 490) held that Thomas Russell was not connected with London and London activities of the day, it appears that Thomas Russell was a friend of William Shakespeare in both London and Stratford-upon-Avon.24

III. The "Sanctio."—The Sanctio, the official and sacred sanctus (a) dating, (b) witnessing, and (c) signing of the document was briefly stated: "In Witness whereof I have hereunto put my hand

Seale the Daie & Yeare first aboue Writ-

ten./." The clerk who was writing the will, first wrote "Seale," deleted it, and then, directly above, interlined the word "hand." He was, of course, in the habit of writing the wholly conventional "I have hereunto put my hand and seal." Sometimes wills were sealed, but more often they were not. More than one Elizabethan document reads "signed and sealed" when it was not sealed: the phrasing was a legal formula. William Shakespeare's will was not sealed but only witnessed and signed by the poet.

It is clear, from the previous discussion that the early Anglo-Saxon will was an oral cwide before witnesses who were under obligation to hear, to remember, and to repeat, if necessary, the content of the cwide even to the subsequent generations, that the witnessing and the poet's signing of this will was in keeping with both precept and practice. However, neither witnesses²⁵ nor a personal signing were legally necessary to a will. The court would have been concerned solely with the intent of the one who made his devise.²⁶ That, of course, is the practice today.

It was customary for the supervising lawyer to be one of the subscribing witnesses. Accordingly, after the conventional phrase, "witnes to the publishing hereof," the name "Fra: Collyns" was set down. Then—all in the same hand,

EXA will would have been legally valid if it had not been dated, had not been signed by the testator, had not been witnessed; if it had been filled with errors of spelling and of grammar, if it had erasures and interlineations, and even if it had some omissions—valid, of course, if from other unquestioned evidence its genuineness could have been established beyond doubt and if the court could still determine what the intent of the testator was. A written will, after all, was but an evidence document: a will actually is the wish, the desire, the intent, the will of a testator. Such notable legal authorities as Swinburne (1591, 1611) and Thomas Jarman (A Treatise on Wills, 7th ed. by Charles Percy Sanger and Irene Cooper Willis, 3 vols., 1930) so hold.

²⁰ See Swinburne's Briefe Treatise of Testaments and Last Wills (1611 edition) which is the reliable, critical treatise on Elizabethan wills. Parts IV-VII deal with the essentials of making and executing a will. See p. 189^b and p. 191^b on the matter of witnesses and the testator's signatures.

pedia of Law and Procedure (1912), Vol. 40, p. 1116, "signifies the act of declaring or making known to the witnesses that the testator understands and intends the instrument subscribed by him to be his last will and testament." No particular words were necessary.

with the same quill pen, and in the same ink-someone, not the scrivener who wrote the body of the will, wrote down the names of the other four witnesses. Those names were "Juliyus Shawe, Iohn Robinson, Hamnet Sadler, Robert whattcott." E. I. Fripp insisted that Shaw's given name was "Julines," but a microscopic analysis of the spelling of the name on this last sheet of Shakespeare's will reveals it to be here "Juliyus." There is no letter e in the script of the name as indicated by Fripp. Tannenbaum transcribes the spelling as "Julyus." There appears to be an i before the v.

It was not an uncommon procedure to have the entire list of subscribing witnesses set down by some one personthe scrivener or some one of the witnesses or sometimes still another person. Not infrequently when a group of names were thus set down as witnesses by some one hand, the phrase et aliors ("and others") was added. Witnessed documents of all sorts of the period exemplify this. It was "a dignitie to be a witness," asserted Swinburne. The neighbors and friends who served as such in the case of Shakespeare's will did not treat the witnessing lightly and as a matter of course. Yet, it should be remembered, it was not necessary for any subscribing witness to know anything about the will he had thus witnessed. Nor did the witnesses need to sign concurrently. However, the fact that names of the four witnesses were set down in a group by some one hand suggests that these four at least were present. Two of the witnesses, Collins and Sadler, were also beneficiaries by the will. Swinburne (op. cit., 1611, p. 187b) declared: "I suppose the testimony of the legatary to be good for the rest of the will, but not for his own legacy." Furnivall (The Leopold Shakespeare, 1877, p. cx) asserted: "Collyns and Sadler lost their claim to their legacies by witnessing the will." But Shakespeare's will was not contested in its probating; hence they probably did not lose their bequests. The present editor has come across no case in which an attesting lawyer who was a witness of a will he drew up had his fee legally dis-

³⁴ Lee made his seemingly unwarranted deductions from James Spedding's Life and Letters of Bacon (IV, 23, 63) and from the Calendar of State Papers, Domestic, James I, 1610-24. See further J. Leslie Hotson's I, William Shakespeare, Do Appoint Thomas Russell, Esq., 1938, chapters i-vii, xi.

allowed because of contest of the will in probate proceedings. Collins must have been fully cognizant of what he was do-

In accordance with good legal form, though for actual validity it was not necessary, if the identity of the testator could by other acceptable evidence be established, the dramatist signed the three sheets of his will. Not until the Wills Act of 1817 was one's own signing of his will made legally compulsory. It appears that sheets 1 and 2 were signed with a quill pen different from the one he used in signing his name on the last page. On sheet 1, at the lower left in the margin, he wrote "William Shakspere"; on sheet 2, at the bottom right, he wrote "Willm Shakspere"; and on sheet 3, below the middle at the right, he wrote "By me William Shakspeare."28 There is no phrasing in the will that indicated that the poet was planning to sign each sheet. The phrasing of John Combe's will shows that the plan was that the testator should sign each of the nine folio pages; but John Combe²⁰ did not sign any one of the pages of his will except the very last one. Nicholas Tooley's will of June 3, 1623, in its phrasing, shows that the intent was that each sheet be signed by the testator. Henry Condell's will (1627) on nine sheets of paper has his signature at the bottom of each sheet. The will (P.C.C., 13 Dorset) of Thomas Combe, which contains no religious preface or bequest, is beautifully drafted and at the end is the statement: "In wittnes that this is my last will and that I would have yt putt into further forme of lawe yf neede bee I have unto everye sheete hereof being five in all putt to my marke." But neither witnessing nor signing, in and of itself, was the sole validating factor

The five witnesses of Shakespeare's will were apparently all men of consequence: (1) Francis Collins, a wellknown solicitor from Warwick, as barrister for the Combes drew up John Combe's (†1614) will; in 1617 he succeeded Thomas Greene as town clerk of Stratford; he died in 1618 and was buried at Warwick. (2) Julius Shaw lived in Chapel Street, in a house belonging to the Corporation just two doors north of New Place; he had been baptized on September 1571, hence was a mature and experienced man of fortyfive when he witnessed the poet's will; in 1591 the inventory of his father's property had been attested by John Shakespeare; the Shaws were "wooldrivers"; Shaw was a churchwarden in 1603-4, a chamberlain in 1609-10, an alderman, and Bailiff in 1616 and in 1628; he was well-to-do, and local records identify him as "gentleman"; he was buried at Stratford, June 24, 1629; his will may be found at Worcester; *0 on August 5, 1593, he had married Anne Boyes, who was buried at Stratford, October 26, 1630. (3) John Robinson is listed twice, in 1608 and in 1610, as bringing action for assault (see Halliwell-Phillipps, A Descriptive Calendar of the Ancient Manuscripts and Records of the Corporation of Stratford - upon - Avon, 1863); perhaps the John Robinson whose baptism was entered in 1589 in the Parish Register; probably not the John Robinson who leased the Shakespeare Blackfriars property in London. (4) Hamnet Sadler, brother of John Sadler, who in 1599 and in 1612 was High Bailiff of Stratford; in 1585 Hamnet had been godfather to William Shakespeare's son Hamnet and his wife Joan godmother to the twin Judith; he was one of a family of seven sons and five daughters, of whom five appear to have survived childhood; he died October 26, 1624. (5) Robert Whatcote was, in July 1613, the chief character witness for Susanna Hall, who brought suit against John Lane for slander in the Consistory Court at Worcester; Halli-

well-Phillipps (op. cit., p. 525) lists the entry that in 2 James I Robert Whatcote claimed damages for a loss of sheep worried to death by the dogs of Robert Syche; he is not mentioned in the Stratford Church Parish Register—indeed no Whatcote is.

A good deal of nonsense has been repeated ad nauseam about the large number³¹ of witnesses to Shakespeare's will. One is that since Collins and Sadler were beneficiaries, three others were called in so as to be certain to make the will valid. Another holds that since the will was a hurried rough draft, only a plentiful supply of witnesses could make it valid. Another holds that Collins alone witnessed the first complete draft and that when on March 25, 1616, the first page was redrafted and rewritten the additional four witnesses were hastily called in as further attesters.

While the prevailing custom was to have two subscribing witnesses, many Elizabethan wills actually had more than two. Often et aliors was added. Nicholas Tooley's will of June 3, 1623, had nine witnesses. But that of John Combe—also drawn up by Collins—did not have any. The presence or the absence of witnesses, in and of itself, was not what made a will valid. The certainty—whether by witnesses, by signing, or by other definite evidence—that the document was actually the testator's devise was what the Prerogative Court required. The number of witnesses was

at On the matter of the number of witnesses of a will, the Dialogus Ecgberti (ed. by Arthur W. Haddan and William Stubbs, Councils and Ecclesiastical Documents Relating to Great Britain and Ireland, 1871, III, 404) made pertinent comment which translated reads: "Can a priest or deacon be witness of the rerba norissima which dying men utter about their property?" The answer is, "Let him take with him one or two, so that in the mouth of two or three witnesses every word may be established, for perchance the avarice of the kinsfolk of the dead would contradict what was said by the clergy, were there but one priest or deacon present." Ranulf de Glanville (Tractatus de Legibus et Consuetudinibus Regni Anglie, from J. H. Berle's edition of John Beames's translation, A Translation of Glanville, 1900, Book VII, chapter vi, pp. 136-37) asserted: "The Testament ought to be made in the presence of two or three lawful Men, either clergy or lay, and such as can be proper witnesses of it. The Executors of a Testament should be such persons as the Testator has chosen for that purpose, and to whom he has committed the charge.

"But, if he should not nominate any person for this purpose, the nearest of Kin and Relatives of the deceased may take upon them the charge. . . . "

²⁸ S. A. Tannenbaum's Problems in Shakspere's Penmanship (1927), chapters vi-viii, is the best critical analysis of these three signatures. He concludes that they are genuine autographs, as are likewise those on the Blackfriars Purchase Deed, the Blackfriars Mortgage Deed, and the Belott-Mountjoy Deposition.

Pit is interesting to note that John Combe's will (P.C.C., 118 Rudd), of January 28, 1613, contains the bequest: "Item I give . . . to Mr William Shackspere five poundes," and Augustine Phillip's will (May 4, 1605) likewise makes a bequest of money to the dramatist—"a thirty shillings peece of gould."

²⁰ E. A. Fry, Calendar of Wills and Administrations in the Consistory Court of the Bishop of Worcester (English Record Society), 1910, II, 135.

not the determining factor in the matter of validity.

While William Shakespeare had won money and renown in the London theater and while, as his will shows, he accumulated money and property, other theater men had amassed even more of this world's goods. His will makes no specific mention of his shares in any London theater. He had once owned a fourteenth share in the Globe and a seventh in the Blackfriars. Augustine Phillips (†1605), Richard Burbage (†1619), and Henry Condell (†1627) made no testamentary devising of any such shares. However, Thomas Pope (†1603), John Underwood (†1624), and John Heminges (†1630) did make specific bequests of their shares in the theater. Heminges in 1630 owned four shares in the Globe. Details are not available concerning the fortune of each Jacobean actor and dramatist. Yet, from what research has garnered of the facts a co-ordinated study shows that, while William Shakespeare died somewhat more well-to-do than most of the members of his profession, his resources were often equaled and in some instances considerably exceeded. Thomas Pope in his will of 1603 made devises totaling £340 (about \$13,600) plus theatrical shares and considerable real estate. Burbage, whose will was nuncupative, in March 1619 was reckoned to be worth £300 (\$12,000) apart from his theatrical property. Edward Alleyn, who died on November 25, 1626, had purchased a Dulwich estate for £10,000 (about \$400,000), had built Dulwich College and endowed it, and had provided for building and endowing thirty almshouses, disposed in his will of £2,000 (\$80,000). He had been successful in real estate investments. When Henry Condell died in 1627 he devised annuities of £31, additional pecuniary legacies of £70, and property in London as well as theatrical shares. It is well known that the theatrical profession in Elizabethan and Jacobean London was profitable and even lucrative. The extant wills of actors and

dramatists of the period are documentary proof of this. Shakespeare's will devises an aggregate of some £350 (\$14,000) in money plus properties of real estate and tithes.

The fact that William Shakespeare did not bequeath any books and did not give his manuscripts of his plays and poems to anyone need not detain one very long. "To our great regret this famous and in many respects disappointing and pathetic document says not a word about books and manuscripts," says S. A. Tannenbaum (Problems in Shakspere's Penmanship, p. 67). "Of course," he continues, "these might have been included amongst the 'goodes Chatteles . . . / & household stuffe' bequeathed to his 'Sonne in Lawe John Hall gent.' But the fact is that they were not mentioned. Other literary men (Richard Barnefield, John Marston, Samuel Daniel, Reginald Scott) have been known not to mention their books and manuscripts, possibly because they had disposed of their books and even manuscripts by word of mouth, or because they did not consider their books and manuscripts valuable property, Shakspere was not a wealthy man and probably never owned many books. His manuscripts, if he had any at the time of his death, he probably did not regard in the light of property, and such books as he owned had then no great money value."

Despite the supposed rareness of books before 1616, they appear not infrequently as bequests in testamentary papers. Guy de Beauchamp in his will (Testamenta Vetusta, I, 54) of 1315, devised, to his wife Alice, "and also all the vestments and books belonging to my Chapel." Bequests of books to a chapel were frequent. Edward Brudenell in his will (Testamenta Vetusta, I, 207) of 1425 bequeathed, "To Edmund, son of my brother William, my armour, x marks, all my books." In 1436 Maud Countess of Arundell in her will (Testamenta Vetusta, I, 233) devised, "To Humphrey,

reprinted in Collier's Alleyn Papers (1843, pp. xxi-xxi). T. W. Baldwin's The Organization and Personnel of the Shakespearean Company (1927) is extellent for details.

my son, my reliques; to Amicia, my daughter, one French book." In 1457, Master Robert Toste, in his testamentary bequest (Testamenta Vetusta, I, 288) said, "I bequeath part of my books to the new College of All Souls, Oxford." William Mordaunt, in his will (Testamenta Vetusta, II, 554) of 1517, devised: "Also I will that my Bible [a manuscript Bible and not a printed one] and all my other books, as well of the law as of entries [household steward accounts], English books and Latin books, remain to the heirs male of my body lawfully begotten, from one to the other, without selling or putting away any of them." John Colet, in his will (Testamenta Vetusta, II, 569) of 1519, bequeathed: "Item, the New Testament and other of mine own making, wryten on parchment, . . . and all my books imprinted in paper." The eldest son of Thomas Lucy, in his will of 1600, bequeathed "all my French and Italian books." Henry Condell's will of 1627 bequeathed books; and his widow, Elizabeth Condell, in her will, bequeathed to Thomas Seaman "all my books."

It should not be concluded that because a will did not specifically devise "books" the testator himself had no books to give to a legatee. Shakespeare's plays, from their source materials, show both wide and, in a way, intimate knowledge of literature and of books. Whether he bequeathed any books or not, one thing is certain: he had access to them and made generous use of them in his work. Moreover, his acquaintance with Latin, Italian, and French was considerable.

So far as manuscripts of his plays are concerned, he did not bequeath them for the simple reason that he did not have any to bequeath. William Shakespeare was legally engaged by his dramatic company to write plays for their use. Other playwrights also were engaged by Shakespeare's own company, for he was far from able to provide them with all the plays they needed in a given season's performances. His dramatic company paid him for the plays he wrote for them, and those plays, manuscripts and all, became the legal prop-

The wills mentioned above may be found printed in J. P. Collier's Memoirs of the Principal Actors (1846). Edward Alleyn's testamentary document was

erty of the company. William Shakespeare did not devise any manuscript plays; nor did any other contemporary Elizabethan dramatist, though some critics have so held. Manuscript plays were the legal property of his dramatic company; and he could not bequeath property not his. John Heminges and Henry Condell, the bookkeepers of Shakespeare's dramatic company, certainly used some theatrical manuscripts of Shakespeare's plays, perhaps autograph copies, in the issuance of the First Folio. It is not known what happened to those manuscripts and none are extant today. John Hall's nuncupative will of 1635 devises manuscripts. Hall's manuscript "Observations on English Bodies" is at the present moment in the British Museum.

The Latin note of probate, in the Prerogative Court of Canterbury, dated the following June 22, was in the approved and customary form. It should be kept in mind (1) that the item of tenure was a matter for the state, (2) that the making of a will was a matter of following the local customs, and (3) that probating of a will was an ecclesiastical matter. There appears to be no legal record of any Parliamentary Act ever conferring the right of probate to the Church. But the Church had always been interested that a person should set his worldly affairs in order in anticipation of death. It had not only taught such, but had often seen to it that a man executed some sort of testamentary instrument. Since the Church commonly was a legatee, it was more and more natural that the Church should become interested not only in seeing that her faithful followers should make such wills, but also in seeing that its provisions were properly carried into execution; hence the Church gradually assumed the entire matter of probating a will. Canterbury, York, and Armagh were for a long time centers of probating. After a time, Canterbury became the chief Prerogative Court Registry. Articles XCII and CXXVI of Constitutions and Canons Ecclesiasticall, 1604, had to do with probating wills, while 21 Henry VIII, c. 5, required that only a Bishop or a properly qualified ec-

clesiast should probate. Local Courts of the Peculiar, also, saw to the probating of wills. Fees for probate were: (1) for estates of between £5 and £40, the fee was 3s. 6d., that is, 2s. 6d. for the Ordinary (Bishop) and but 1s. for his scribe; (2) for estates of above £40, it was 5s., that is, 2s. 6d. to the Ordinary and 2s. 6d. to the scribe. According to 21 Henry VIII, c. 5, the scribe might refuse the fee and charge 1d. for writing each ten lines (each line ten inches in length). Since William Shakespeare had goods valued at more than £5 and since he held landed properties in two different jurisdictions (in Stratford and in London), his will, as was the custom in such a case, was probated in the Prerogative Court of Canterbury, in London. Dr. William Byrde was in charge there. The phrase cum venerit ("when she shall come") as applied to Susanna suggests that she was not present when John Hall "exhibited" the will in the Prerogative Court in London on June 22, 1616.

One final item needs special consideration. When William Shakespeare's testamentary document was presented to the Prerogative Court of Canterbury on June 22, 1616, by John Hall, it was accepted to probate and the property was distributed to the legatees as the dramatist had himself devised on March 25, 1616. The granting of probate was conclusive evidence of the testamentary character of the legal instrument. There is no entry in the records of that court of any protest by any member of the family; nor is there any evidence that Shakespeare's will was in other than strict conformity with the local practice in making wills in Stratford and Warwickshire of that day. The question which arises is, Did or did not William Shakespeare intentionally disinherit his wife, Anne Hathaway? Did he illegally fail to devise her dower right? Only the legal documents of that day can reveal: (a) the law of the realm with regard to dower; (b) the several local customs which prevailed in the several places. These are here submitted.

Before proceeding, however, with the documents, it is well to remember that "dower" was one thing and "dowry"

was something else: dower, so some legal critics hold, was that portion of his estate which a husband, in his last will and testament, was obliged to devise to his wife and which became hers at his death; dowry, on the other hand, was the gift or the settlement of a husband upon his wife at the church door (ad ostium ecclesiae) when they were married. Dower was conventionally considered to be one-third of the landed estate. Corpus Juris³² (XIX, 457) asserts: "'Dower' is not equivalent to 'dowry.' The former is a provision for a widow at her husband's death, but the latter is a bride's fortune on her marriage." It should be kept in mind, too, that there were several kinds of dower. Dower was determined (1) by common law; (2) by particular local custom; (3) ad ostium ecclesiae; (4) exassensu patris; (5) de la plus belle. Of these, ad ostium ecclesiae was "at the church door"; ex assensu patris was "by assent of the father and by his son to a wife at her marriage"; and de la plus belle provided that in a case where a husband possessed of lands by socage and by knight's service died leaving a son under fourteen years, the widow took her dower out of the socage and the lord of whom the land was held by knight's service became guardian for the son. Dower by de la plus belle was abolished in 1660. In 1925 the Administration of Estates Act abolished dower of all sorts in England.

As Ernest Young in "The Anglo-Saxon Family Law" (Essays on Anglo-Saxon Law, 1876, p. 132) says: "The German laws of inheritance [which included dower] were not the results of legislation based on philosophic principles, but rather the slow outgrowth of custom adapting itself to special needs. It is useless to expect that uniformity of system and logical application of fundamental rules which characterize Roman law. The most we can hope for is that some general system may be found which in the main prevailed in early German law, but always with different modifications in different tribes." In

²⁵ Edited by William Mack and William Benjamin Hale, 1914 ff.



men, to keep his property till he be x. years of age," when the son would come into his lawful possession of his inheritance. The ownership of land, and its consequent inheritance by bequest, was looked upon as a matter of vital interest which concerned everyone. Accordingly the customs regulating its transmission and ownership, in all likelihood became fixed earlier than any other precept and were recorded orally or by customary acts rather than by written documents. Thus this principle of land descent is to be sought in ancient charters and customs rather than in Alfred the Great's well-known codification of early law. Tenure, thus, was a matter of general civil law; wills were a matter of Church ecclesiastical law; but dower was a matter of purely local custom and not of common law applicable to the entire realm.

It is unmistakably clear from the precepts of Anglo-Saxon laws and from the content of actual Anglo-Saxon wills that the Germanic social-legal precept required that the landed estate of the family should pass to the future generation via male descent. The family estate should be kept within blood kin. Certainly it was not ordinarily kept through the wife. Thus any three-part division, in the sense of one-third dower to a wife, one-third to the children, and one-third as the testator might devise, was contrary to Germanic and early English precept and practice. The idea that land was owned by the family in the sense of a corporate body, with definite relation to the community of which it was an organic part, did not countenance the breaking up of any given family inheritance into smaller units. Common personal security and mutual self-protection of the family, tribe, and community required convergence of property. Divergence, or division, of inherited land would have been fatal to the Saxon social body politic. The great feudal age which followed-its social body politic even more definitely based on the fighting man, the warrior, the soldier-only served to intensify the idea of right of primogeniture, the inheritance of the family land estate by a male, commonly an oldest son. Such control of the landed estate by the oldest son served to keep the probable source of food supply within the control of the fighting man himself. This was important in national defense.³⁵

It should be cited too that in Roman wills the wife was very, very seldom a consideration. Ordinarily, in a Roman will, the property was devised to an executor or to an eldest son. Just as Roman wills were often made in procinctus or on the eve of battle, so early English wills often were made before going to war. Christian wills, more and more, came to be made late in life and in contemplation of death. The concern in either case was the continuity of the family and the family estate in the event of sudden demise. William Shakespeare's will was so conceived and so executed. Neither dower nor jointure to a wife was even so much as mentioned in that testamentary document.

Anglo-Saxon wills, as may be seen from a critical study of them in such collections as B. Thorpe's Diplomatarium Anglicum Aevi Saxonici (1865), and Whitelock's Anglo-Saxon Wills, did not divide the husband's estate into three equal parts, one of which formed the dower of the surviving wife. From the Venerable Bede (673-735) has descended the sole extant account of a Northumberland man who died, came to life, and the next morning made a testament in which he divided his substance into three parts—(1) wife's, (2) bairns', (3) dead's-or to his wife, his sons, and himself. The last part he divided among the poor. Alfred's translation of Bede's Ecclesiastical History (Early English Text Society, 1891, Vol. 96, p. 424) gives the arrangement: "Ond sona æfter bon ealle his æhte in breo todælde; enne dæl he his wiife sealde, oderne his bearnum, bone bridden, be him gelomp, he instepe hearrfum gedelde." This obviously was of the husband's own free will. Certainly it was not so devised because of any legal compulsory requirement superimposed upon his bequeathing. Nor was it so divided into three equal parts and then devised—one-third to the wife, etc.—because that was the prevailing practice of common law throughout the Anglo-Saxon realm. On the contrary, there is no extant Anglo-Saxon law which actually prescribed such a three-part division as an essential or as a necessary legal part of a husband's devising the family estate.

Ranulf de Glanville, who was Chief Justice of England during the time of Henry II, in his Tractatus de Legibus et Consuetudinibus Regni Anglie⁸⁶ (Book VI, chapters i-iv) deals with dower. The 1812 English translation by John Beames makes it clear that the English dower devise by a husband might be less than one-third but could not be more than one-third. Glanville conceived dower (p. 94 in Beale's edition of Beames's translation and comment) as that "which any free man, at the time of his being affianced, gives to his Bride, at the Church Door," an act "to give publicity to the transaction." The husband, then, actually did not name the dower. Glanville states (pp. 94-95): "In the latter case, the third part of all the Husband's freehold [not copyhold] Land is understood to be the Wife's Dower; and the third part of all such freehold Lands as her Husband held. at the time of affiancing, and of which he was seized in his Demesne, is termed a Woman's reasonable Dower. If, however, the Man name the Dower, and mention more than a third part, such designation shall not avail, as far as it applies to the quantity. It shall be re-

⁸⁸ Some excellent critical comment on the topic of land descent among the Anglo-Saxons may be found in Lillian M. Snow, The Relation between the Law of Property Act, 1922, and the Anglo-Saxon Common Law (1923). Bigelow's "The Rise of the English Will" (Select Essays in Anglo-American Law, 1909, III, 770 ff.) is excellent of its kind.

³⁰ Ranulf de Glanville (†1190) began the written record of Common Law in England with his Tractatus de Legibus, which was frequently cited by the Elizabethan jurist, Sir Edward Coke. Sir Thomas Littleton thought that Glanville did not write the Tractatus de Legibus but that some ecclesiast did. A manuscript of the Tractatus de Legibus of the time of Henry II is in the library of Corpus Christi College, Cambridge. A Glanville manuscript was published in 1554 and again in 1604, a fact which suggests his rating in the Elizabethan-Jacobean period. In 1932 Professor George E. Woodbine of Yale issued his scholarly edition of Glanville. Woodbine is of the opinion that Glanville discussed English dower only and not the Roman law idea of dower.

duced by admeasurement to the third part; because a Man may endow a Woman of less, but cannot of more, than a third part of his Land." Furthermore (p. 96), "if she is satisfied to her extent of her endowment at the door of the Church, she can never afterwards claim as Dower any thing beyond it." In that period, a wife, during the life of her husband, could not dispose of her dower acquired ad ostium ecclesiae, for both wife and dower legally belonged to the husband. "But any one [pp. 97-98, op. cit.], having a Wife, may either give or sell her Dower, or, by any other mode he pleases, may alienate it in his lifetime; so that the Wife shall be bound to conform to his will in this as in all other respects which are not contrary to the Law of God the Wife cannot after the death of her Husband claim her Dower as against the Purchaser. " This does not indicate that a wife's dower, even when given to her by her husband, was an altogether certain possession of the spouse.

After Glanville's time, the Magna Carta, 7th article, enlarged the possibility of the widow's dower so that it might be a third of all the lands a husband was seized of in vita sua or during her coverture. Professor Woodbine, after quoting the Norman law (2 Tardif 252), which reads, "terciam partem tocius feodi quod maritus suus tempore matrimonii contracti dignoscitur possidere," continues, "Bracton (folio 92) [De Legibus, 1569] says that the reasonable dower is the third part of all the lands and tenements which the husband held in his demesne. . . . In the interval between Glanville and Bracton the second reissue of the Magna Carta (1217, c. 7) had provided that the wife's dower should be tertia pars totius terrae mariti sui quae sua fuit in vita sua, nisi de minori dotata fuerit ad ostium ecclesiae."17 Bracton (see Year Book for 7 Henry IV, 13. 10) further asserted: "It was never our law that a wife could be dowered with the goods of her husband by our law

her dower shall be in lands and not in goods,"³⁸ but adds: "Where a woman marries a man on his deathbed she gets no dower."³⁹

Both Glanville and Bracton near speak of dower as a gift which it was the husband's duty to make.41 It is clear, however, that each considers "dos" or dower as a gift bestowed upon the wife at the time of marriage at the door of the Church: they do not understand it to be a one-third equal part of a husband's estate devised by him in his will as a dower which he is legally required to bestow upon her. "Thus even our dos rationabilis or 'common law dower' can easily be represented as the result of the bridegroom's bounty. The Wife is endowed, because the husband has said at the Church door that he endows her.

"There seems, however, to be no sufficient reason for supposing the right is of ecclesiastical origin."⁴²

Ernest Young's scholarly essay, "The Anglo-Saxon Family Law" (Essays in Anglo-Saxon Law, 1876), throws some light upon the origin of dower. Thus (p. 174):

The general history of the morning-gift ["morgen-giefu" in the early documents and accounts], in Germanic law, is in brief this: Unlike the weotuma [Gothic vidan = "to bind." The price paid to the guardian for the bride], the morning-gift had at first no connection with the legality of the marriage. It was a free gift of the husband to his wife on the morning after the bridal night. [See Codex Diplomaticus, CCCXXVIII: "It was her morning-gift when first she came to Athulf." Codex Diplomaticus, DCCCCLXVII: "And I an-

nounce what I have given my wife as morning-gift. And I gave her these when first we came together."] At first it consisted of movables probably of no great value. Later, it became a gift for the widow's maintenance; consisting as a rule of realty, and granted at betrothal, with a written document to be used as proof after the husband's death. If no morning-gift was granted at betrothal, the law assigned a certain portion of the husband's property to the widow for her maintenance. This was the legal morning-gift,-the Lombard quarta, the Frankish tertia.43 So the weotuma and the morning-gift came to be promised at the same time, and naturally in the same document, and both were secured by sureties. The two gifts were merged, and became the douaire of the Coutumes,-the dos ad ostium ecclesiae of the later law. The donaire, dos, or dower had in common with the old weotuma, the time and manner of its establishment, and the close connection with the legality of marriage. In common with the old morning-gift, it had the amount and character of a widow's maintenance. The dower of English common law is derived in an unbroken historical development through the dos ad ostium ecclesiae of Bracton and Glanville, the Norman douaire and the Frankish tertia, from the purchase price or weotuma and the morgen-giefu of the heathen Germans.

Charles Harvey Scribner (A Treatise on the Law of Dower, 1883, I, 1), on the other hand, declared, "The introduction of dower into England is of such antiquity that the origin cannot be traced with any degree of certainty."

Whatever the connection of dower right with the morning-gift of the husband to the bride, it is clear that subsequent important English legal documents (charters, statutes, etc.) recognized and permitted dower right to a wife, but neither required nor obligated a husband to devise such dower to his

⁸⁷ Woodbine's edition of Glanville's Tractatus de Legibus et Consuetudinibus Regni Anglie, p. 217.

^{*} Ibid.

²⁰ Ibid., p. 218.

WHenry de Bracton (†1268) wrote De Legibus et Consuetudinibus Angliae, a digest of 2,000 legal cases, which was published in 1569. George E. Woodbine brought out a critical edition in 1925.

⁴¹ Glanville (1604 ed., Book VI, chapter i: "Dos enim dicitur vulgariter, id quod aliquis liber homo dat sponsae sune ad ostium ecclesiae tempore desponsationis sue. Tenetur autem unusquisque tam iure ecclesiastico quam iure seculari sponsam suam dotare tempore desponsationis." Bracton (folio 92): "Et sciendum quod dos est id quod liber homo dat sponsae suae ad ostium ecclesiae propter onus matrimonii et nuptias futuras si vir praemoriatur."

⁴⁹ Frederick Pollock and Frederic W. Maitland, History of English Law (1898), II, 426

as Bracketed items are footnotes in Young's text.

⁴⁴ Young follows the great German scholar Schroeder, Geschichte des ehelichen Güterrechts, pp. 84-112.

That there was no uniformity in the Germanic and Anglo-Saxon world in this matter is clear from the practices of the several well-known tribes of that day. Beames (Glanville, op. cit., 1812, p. 112, n.) cites the Longobardic Code as directing that the dower division might be one-fourth, the Gothic one-tenth. George Crabb (History of English Law, 1829, p. 80, citing Lex Saxonum, Title 8) says the Saxons, on the contrary, allowed the wife one-half of what the husband acquired, besides the dower which he assigned to her at the marriage.

surviving spouse. Whether or not he did bequeath dower was a matter of his personal volition. The law, however, limited the amount of his estate which he could so devise as dower. The Magna Carta (1215), the Statutes of Henry III (1225), the Statutes of Henry VIII (1540), all recognize dower but also limit the amount that may be so devised.

A widow [so reads the Magna Carta] after the Death of her husband, incontinent, without any difficulty, shall have her Marriage, and her Inheritance; and shall give nothing for her Dower, her Marriage, or her Inheritance, which her Husband, or she, held the Day of the Death of her Husband: and she shall tarry in the Chief house of her husband, by 40 days46 after the death of her Husband; within which Days, her Dower⁴⁷ shall be assign'd her, (if it was not assigned her before) or that the House be a Castle; and if she depart from the Castle, then a compleat House shall be forthwith provided for her; in the which she may honestly dwell, until her Dower be to her assigned, as aforesaid: And she shall, in the meantime, have her reasonable Estovers of the Common. And for her Dower, shall be assigned unto her, the Third Part of all Lands of her Husband, which were his, during Coverture; except she were Endowed of less, at the Church door. No widow shall be restrained to Marry her self so long as she shall have a mind to Live without a Husband: But yet she shall find Surety, that she shall not Marry without our License and Assent, if she hold of Us, nor without the Assent of the Lord [Lord of the Manor], if she hold of another.

This proviso in the Magna Carta, exacted as a Bill of Rights in June 1215 from King John, was reiterated and reenacted, virtually word for word, in the time of Henry III, 1225, c. 7, Statutes at Large. The entire document was drawn up in the form of a conventional land grant to the people; that is, it was a charter with its conventional royal heading, with its provisos, and with its attestations before two witnesses—Boniface, Archbishop of Canterbury, and E., Bishop of London.

The passage quoted above is the one which especially recognized dower to a wife, but it also specifically regulated the amount that a husband may bestow upon a wife. In the light of the times, the proviso permitted a husband to award dower to the wife; but it did not require that he do so. The objective was that, according to the precept and practice of keeping the landed property intact within the line of descent, important property holdings should continue in the male line of descent. The further objective was that the dower given to the wife should be limited; the phrase "except she were Endowed of less, at the Church door" was the limiting legal provision. This proviso of the Magna Carta of 1215 and its restated form in the law of Henry III of 1225 did not require that a husband divide his estate into three equal parts, one of which he was obliged to bestow upon his wife. It but permitted such an amount, but not more than the one-third, if he made any such division at all. It could be a great deal less, even nothing, if "she were Endowed of less, at the Church door." Her marrying a stranger (foreigner), if she were given land, etc., might easily convey that land into the hands of a potential enemy right in the midst of the community. The Magna Carta recognized and granted privileges but did not superimpose absolute obligations in regard to dower to a wife. The amount of that dower-as the thousands of extant wills of the period exemplify-continued to be dictated by the judgment and desire of the husband.48

In 32 Henry VIII, 1540 (c. 1), a Statute at Large was enacted which bore the

caption, "The Act of Wills, Wards and Primer Seisins, whereby a Man may devise two Parts of his Land." It provided that a man who held or possessed any "Manors, Lands, Tenements or Hereditaments," held in socage or who did not hold tenure by knight's service, "shall have full and free Liberty, Power, and Authority to give, dispose, will and devise, as well by his last Will and Testament in Writing, his said Manors, Lands, Tenements or Hereditaments, or any of them, at his free Will and Pleasure." It was provided further for the one who owned freehold:

IV. And it is further enacted by the Authority aforesaid, That all and singular Person and Persons having any Manors, Lands, Tenements, or Hereditaments of Estate of Inheritance holden of the King's Highness [i.e., a freehold] in chief by Knights Service, or of the nature of Knights Service in chief, from the said twentieth day of July [in 1540] shall have full Power and Authority, by his last Will, by Writing, or otherwise by any Act or Acts lawfully executed in his Life, to give, dispose, will, or assign two Parts of the same Manors, Lands, Tenements, or Hereditaments in three parts to be divided, (2) or else as much of the said Manors, Lands, Tenements, or Hereditaments as shall extend or amount to the yearly Value of two Parts of the same, in three Parts to be divided, in Certainty and by special Divisions, as it may be known in Severalty, (3) to and for the [a] Advancement of his Wife, [b] Preferment of his Children, and [c] Payment of his Debts, or otherwise at his Will and Pleasure; any Law, Statute, Custom, or other thing to the contrary thereof notwithstanding.

Again, this statute does not require a man to divide his property into three parts, one of them to his wife as her dower; it merely gives him legal permission to devise one-half of his freehold, which he may divide into three parts for (a) his wife, (b) his children, and (c) his debts or otherwise. The legal phrasing is one of permission, not compulsion: it reads, "shall have full Power

recognized as from the King (State); no one-third dower was obligatory or compulsory by the devisor in favor of the wife; a married woman could not make a legal will.

^{46 &}quot;Quarantine": she was not a widow after the expiration of the 40 days.

⁴⁷ Her share which was determined somewhat by the dowry which she brought to her busband in marriage ad outium ecclesiae.

[&]quot;The Statute of Merlin (1235), 20 Henry III, c. 2, recognized dower: "Also, from henceforth Widows may bequeath the Crop of their Ground, as well as of their Dowers as of other their Lands and Tenements, saving to the Lords of the fee, all such Services as be due for their Dowers and other Tenements." It should be noted, however, that this merely recognized it but did not impose it.

⁴⁰ The entire Statute at Large of 32 Henry VIII, 1540, c. 1, should be consulted (Owen Ruffhead's edition, 8 vols., 1758), especially sections I, (4), IV, V, VI, X, XII, XV, XVII, which virtually reiterate the English legal precepts concerning tenure, descent, and devising of property by will. It recognizes dower as a privilege rather than as an inherent right: the testator may devise, thus, all or two-thirds of his holdings, depending upon the nature of his holding. Tenure is

and Authority, by his last Will, to give, dispose, will, or assign two Parts of the same Lands, etc." Local custom would largely determine whether or not he would make such a devise of his lands. Legally, by the statute of 1540, he was merely empowered to do so, if his judgment so prompted him. The Statutes at Large, 32 Henry VIII, 1540, c. 1, permitted the devising by will of all a testator's property if it were held in socage tenure and of two-thirds of it if it were freehold and not copyhold (specifically subject to the laws of the local manor). Shakespeare owned no property in socage tenure nor any by virtue of knight's service. His Getley purchase in 1602 was a copyhold (abolished in 1926). Otherwise his holdings were freehold, and lease, to which the statute of 1540 did not apply. "In the twelfth century it became plain that the Englishman had no power to give freehold land by his will, unless some local custom authorized him to do so. A statute of 1540 [that of 32 Henry VIII, c. 1, cited above], enabled any person who should 'have' any lands as tenant in fee simple to 'give, dispose, will and devise' the same 'by his last will and testament in writing'."50 The enactment of such a Parliamentary Act empowering a husband to devise, up to one-third of the whole, his land to his wife suggests that that had not been freely allowed before this statute of 1540.

The precept and practice that kept property within the family or the tribe or the community or blood kin sought likewise to prevent property from passing into the possession of the Church, for its doing so tended to impair and undermine the Anglo-Saxon sense of security. The Statute of Henry III, 1225, c. 26, was enacted to prevent this. It read in part:

It shall not be lawful from henceforth to any to give his Lands to any Religious House; and to take the same Land again, to hold of the same House. Nor shall it be lawful to any House of Religious to take the Lands of any, and to lease the same to him of whom he Received it. If any from henceforth, shall so give his Land to any Religious House, and thereupon be convict, the Gift shall be utterly void, and the Land shall fall to the Lord of the Fee.

It is clear from this statute that in the event of conviction for violating this law the property would revert to the state, the community.

Blackstone's Commentaries (Book II, chapter 32, Section 492, p. 948; 1902 reprint of 1897 edition) erroneously asserted: "On the contrary, Glanvil [Tractatus de Legibus] informs us that by the common law, as it stood in the reign of Henry the Second, a man's goods were to be divided into three equal parts: of which one went to his heirs or lineal descendants, another to his wife, and the third was at his own disposal: or, if he died without a wife, he might then dispose of one moiety, and the other went to his children; and so e converso, if he had no children, the wife was entitled to one moiety, and he might bequeath the other; but if he died without either wife or issue, the whole was at his own disposal. The shares of the wife and children were called their reasonable parts, and the writ de rationabili parte bonorum was given to recover them." And he adds, "This continued to be the law of the land at the time of magna carta." Blackstone then qualified his statement by declaring, "Sir Henry Finch lays it down expressly, in the reign of Charles the First, to be the general law of the land. But this law is at present altered by imperceptible degrees, and the deceased may now, by will, bequeath the whole of his goods and chattels; though we cannot trace out when first this alteration began." Blackstone then still

further qualified his comment by saying (p. 949), "Indeed, Sir Edward Coke is of opinion that this never was the general law, but only obtained in particular places by special custom." He declared still further: "whatever may have been the custom of later years in many parts of the kingdom, or however it was introduced in derogation of the old common law, the ancient method continued in use in the province of York, the principality of Wales, and in the city of London, till very modern times; when, in order to favor the power of bequeathing, and to reduce the whole kingdom to the same standard, three statutes have been provided: whereby it is enacted that persons within those districts, and liable to those customs, may (if they think proper) dispose of all their personal estates by will; and the claims of the widow, children, and other relations, to the contrary, are totally barred. Thus is the old common law now utterly abolished throughout all the kingdom of England, and a man may devise the whole of his chattels as fully as he formerly could his third part or moiety."

In his history of dower rights, Blackstone would lead one to understand that: (1) originally, during the earliest times, throughout the length and breadth of England, as a matter of common law, a testator was obliged to divide his property into three equal parts, one for his children, one for his wife, and one which he was free to devise as he felt impelled to do; (2) that this common law practice gradually went out of vogue except that it remained as the local custom in Yorkshire, and in the principality of Wales, and within the city of London; (3) and that, by Acts of Parliament, in Blackstone's day, the entire practice throughout the realm was reduced to standard by providing that anywhere throughout the realm of England all such original (from that early common law practice) division of the property into three equal parts and its devising as stated was annulled—and, thus, a testator may now bequeath all his property in any manner he wishes without any consideration for his children or for his wife, dower included. It need not be

²⁰ Frederick Pollock and Frederic W. Maitland, History of English Law (1898), II, 315.

as This same strange misconception of early Anglo-Saxon dower rights reappeared in a well-known legal work, The Complete Statutes of England Classified and Annotated in Continuation of Haltbury's Laws of England (1930, XX, 432), where it is stated: "The old common law, however, became altered by imperceptible degrees until a testator might (save in the Province of York, and the Principality of Wales and the City of London, in which places the ancient rule of the common law continued in use), bequeath the whole of his goods and chattels. By the year 1725, however, the ancient rule was abolished even in the places above-mentioned, so that throughout the Kingdom a man became able to dispose by will of the whole of his chattels as freely as he might formerly have disposed of his third part or moiety."

pointed out that modern research in the field of Anglo Saxon institutions and laws shows the error of Illackstone's understanding of the nature and the history of early English dower.

Dower, in the sense of a enesthird part of a hadrand's enate, to a wife it not very frequently met with in Anglo-Saren and early English wills. Whatever the theories of literary and legal scholars concerning such dimer, the extent will themselves do not reveal any such probabing outern. Typical examples are in the very excellent recent cellers in of Anglo Savon testamentary discourant, by Digitally Whiteleck, Amglo Sama Walle Of a total of 39 wills in the group, is will by hudands do net mention the wife at all. Direct is not mentioned in a single one of these to terementers documents; in none is there any suggestion of a three part diviren of the estate with one of the thirds desired to the wife. It may be of interest to rate that up out of the 30 make bequent to the Church; but when, strangely enough, do not face so well. Another volume of early willsin this instance of dates later than there in Whitelock's Anglo-Saxon Williis Harmer's Select English Historical Documents (1914). In this group are 23 wills. Only two out of these 23 mention a wife; dower rights are never mentioned; and in no single instance was there a three-part division of the estate, with one of the three parts devised by the hurband to the wife. A critical analysic of Dr. F. J. Furnivall's Fifty Earliest English Wills (1882) shows that only two definitely bequeath dower and two bequeath nothing whatever to the wife. Of the entire fifty, only one has a threepart division of the estate-one from Yorkshire where the local custom came to approve such divisions; the surprising thing, however, is that another will in the group from Yorkshire does not divide the property into three parts with the conventional one-third going to the spouse. These wills are characterized by all the variety of unusual bequests of the period, but three-part division of family estates is conspicuous by its infrequence. Again, of the 32 wills, ranging in date

from 1495 to 1695, in Nichols and Bruce's Wills from Doctors' Commons (1862) only a very few divide the property into three equal parts and then devise one of these parts to the wife. Among the abstracts of nearly eight hundred testamentary documents in Nicolas' Testamenta Venuta (2 vols., 1826), most of them from royalty and noblemen, a devised one-third dower right to a wife is again compicuously infrequent. Only three or four give evidence of a threepart division and consequent bequest of one of the parts to a wife. Other analyses of similar collections of testamentary devisings cannot, for want of space, be listed here. But an examination of the wills in any of the other collections given in the initial bibliography at the end of this discussion of Shakespeare's testamentary document, will support what has been pointed out above. Early wills by and large do not show regularly recurring three-part division of the family estate with one of those thirds devised by the hurband as the rightful dower to a wife.

Aside from the somewhat prevailing Anglo-Saxon precept and tendency to device the landed estate to the male line of descent, not much in the way of general conclusion may be deduced from a study of early wills. The devising varied as local custom varied. (1) Sometimes all was bequeathed to the oldest son and apparently wife, daughters, and other sons were overlooked. Thus Sir William Sandys (1493) devised: "I will that Richard, my son, have all my purchased lands." And Sir Thomas Bryan, Kt., devised (1517): "Item, I bequeath all my lands, manors, and tenements, to my son Francis, and to the heirs general of his body; and for default of issue of him " (2) In some instances all was bequeathed to the wife, even when sons and daughters were in the family. Thus David Cicell, Esq., devised (1541): "To Jane, my wife, all my lands in Stanford, Nassyngton, and elsewhere, for term of her life, and after her decease to Richard Cicel, my son and heir, to his heirs forever." Sometimes the bequest reads after the manner of Thomas Twisden, Esq. (1521): "I bequeath all

my lands and tenements to my sons John and Thomas and their heirs for ever, after the decease of my said wife," who was to possess the property until then. In both these cases the Anglo-Saxon provision for the descent of landed property via the sons is exemplified. (3) In some instances nothing was given to the wife, who nevertheless not infrequently was made the executrix of the will. Thus John Barnet (1433) of London made no bequest to his wife but appointed her administratrix. Thomas Lord Warr (1524), landed gentleman, bequeathed property to his sons and his daughters but not a thing to his wife. William Fogge, Gent., devised (1535): "to Francis my son, now an infant, all my lands, to him and his heirs forever," but nothing to his wife, Katherine. (4) In other cases, after various devises were made, "the residue" was bequeathed to the wise. Thomas Broke (1417) of Devonshire, John Solas (1418) of Surrey, Walter Mangeard (1433) of London, Sir William Langford, Kt. of Berkshire, and others did this. (5) Dowry or jointure appears in some few of the early wills. Sir Thomas Strickland (1430) devised: "My son, when he comes of age, to have his lands, except my wife's jointure and dowry." Sir Ralph Rochefort (1439) bequeathed dowry to his wife which was a part of what she had brought him on their marriage. Ralph Lord Bassett (1389) devised: "to Joan, my wife, all the goods which she brought [dowry at the marriage], so that she ask no more but that and her legacy." Certainly no one-third dower right was recognized in his will. Sir Thomas Bryan, Kt., requested (1517): "Item, I will upon my blessing [upon pain of losing his father's blessing or inheritance] that my son Francis never interrupt my wife of her jointure or dowry." A contractual note appears in this obligation placed on his son. Sir John Raynesford, a wealthy knight who lest most of his property to his sons, in his last testament (P.C.C., 21 Maynwaring) dated September 12, 1521, devised: "I give to my wife Dame Margaret all her own apparel and jewels, that is to say rings, beads, chains, owches, collars

and other ornaments and as much other of my household stuff as she shall choose to the value of £100." (6) In isolated instances, though not numerous, a onethird was devised to the wife by the husband. Thus Sir Nicholas Daggworth, Kt., bequeathed (1396): "to Eleanor, my wife, one third part of my goods to be quiet." This gift did not appear to include lands. William Dorner (1506) devised: "Agnes, my wife, the third part of all my lands for life, Guy Marshall, Esq., provided (1536): "I will that my goods remain wholly under the rule of my wife Margaret till the youngest of my sons aforenamed comes to perfect age, and then that they be evenly divided between my wife, sons, and daughters aforementioned." (7) In other special instances, the husband bequeathed a gift, but imposed conditions which, if not observed, would nullify the gift. The will (P.C.C., 26 Mylles) of Sir Lawrence Reynforth of August 21, 1490, does not divide his property into three equal parts and devise one of the thirds to his wife; the bequest he does make to her was very definitely conditional and was in no sense a dower of one-third of the estate. It reads: "To my wife Anne, an annual rent of 20 marks payable at our manour of Alston, Co. Suffolk. But if my said wife says or does anything contrary to this my will she shall be wholly excluded from this rent [income] for all time to come, and this especially on account of her very great ingratitude shown me in my heavy sickness." A critical examination of several thousand wills or their abstracts does not reveal any special uniform or prevailing practice in the bequest of family estates except the tendency to keep the landed interests within the realm of blood kin. Roman wills, it may be reiterated, had no recognized legal dower rights; that is, there was no Roman practice of this sort that influenced any three-part division activity in early Anglo-Saxon willmaking. One thing may be said with a degree of certainty: the early wills do not manifest a general practice of dividing the family estate into three equal parts one of which was devised as the recognized dower right to the wife.

The last wills and testaments of persons often mentioned in connection with biographical studies in Shakespeare likewise show very little evidence of any common practice of the husband's dividing his estate into three equal parts and devising one of the equal parts to his wife. Sir John Arden, who died June 4, 1526, and whose will was proved the following June 27, merely bequeaths to Elizabeth his wife "all the goods that she brought [on her wedding day to the door of the Church], both here and at Holt." Obviously here he was giving back to her property that originally was her very own. Robert Arden's will of 1556, discussed in chapter vii, Volume I, did not divide his property tripartite. The famed jurist Sir Thomas Littleton (of Tenures authorship), in his will dated August 23, 1481, did not divide his estate into three parts and bequeath one of those parts to a wife. Richard Hathaway's will of 1582 devises no one-third dower to his wife. The will of Bartholomew Hathaway, son of Richard Hathaway of Shottery, dated September 16. 1624, did not so divide his property. John Hall's nuncupative will of November 20, 1635, likewise made no such three-part division of his holdings. William Gardiner, a wealthy gentleman of London, in his will (1597) did not divide his estate into three equal parts and bequeath one to his wife; she is devised, however, £1400 with the definite contractual proviso that she do not attempt any claim of "dower, jointure, joint purchase, thirds, etc." on pain of the bequest to her becoming "utterly void and none effect." This suggests that there was no legal obligation that a wife be accorded dower rights in a will. On the other hand, Christopher Mountjoy's will of January 26, 1619, divides his property into four thirds and then has it read: "Three third Parts of my goods and chattels (the whole being divided into fower third partes) I giue and bequeath unto my well-beloued weif Isabel. And one other third parte of the said fower parts I doe hereby giue and bequeath unto my daughter Mary Blott the weif of Stephen Blott." Edmund Heywood's will, dated October 7, 1624, very defi-

nitely disinherited his wife, though he had originally intended to devise her something, on the ground that "it hath pleased god to vissit her longe with lamenes whereby and by reason of her other weaknes and imperfections which commonlie doth attende auld age she is nowe unfitt to take care of the thinges of this world I thought it better to dispose of these Temporall blessings with which god hath indued me." If there actually had been one-third dower right legally operative by local custom in the community where he made his will, his wife's illness could not legally have barred her dower.

That this three-part division of a testator's property was, on the other hand, the actual local common practice in the city of London is evidenced by the appearance, in 1584, of a 47-page book, 22 A Breefe Discourse, etc., which had for its purpose praising and stoutly defending the local custom in London, as against the common law of the realm. It declared (p. 7): "That a Custome grounded vppon reasonable and honest consideration abridgeth or altereth the iudgment of the common Law." This was but the English insistence that local custom of a given community was superior to the general common law of the land. The anonymous author proceeds to state that various local customs, with regard to inheritance, prevailed in various parts of England: in some districts, the inheritance went to the youngest son rather than to the oldest; in Kent, the inheritance was equally divided among "all the brethren." The law of King Cnut (Thorpe, Ancient Laws, p. 177), it may be recalled, read: "And if any one depart this life intestate,58 be

The complete title page of this very rare volume reads: "A Breefe / Discourse, declaring / and approuing the necessarie / and inviolable maintenance / of the laudable Custom / of London: / Namely, of that one, whereby / a reasonable partition of the goods / of husbands among their / wives and children / is prouided: / With an answer to such obie / ctions and pretensed reasons as, / are by persons vnadvised / or cuil persuaded, vsed / against the same. / At London / Printed by Henrie Midleton for Rafe / Newberie. / 1584." The only copy of this rare treatise in the United States is in the Harvard Law Library.

as In early Christian days it came to be considered that a man who did not say his "last words" about his property was a sinner.

it through his neglect or be it through sudden death; then let not the lord draw more from the property than his lawful heriot. And, according to his direction, let the property be distributed very justly to the wife, and children and relations, to every one, according to the degree that belongs to him." But in London, the author of A Breefe Discourse asserts (p. 23), "it hath laudably and conscionably beene observed for a custome, and is yet by the wiser and better sort religiously regarded that when any citizen of London dyeth, his wife shall haue the third parte of his goods, and the children another third part, equally to be divided among them, according to the proportion of the goods, and himselfe another third part to dispose by his last will & testament at his pleasure. A partition so reasonable and grounded uppon so good consideration"—that no man will gainsay or impugn it; only a Timon or a Diogenes would do so!

That a similar local custom of the three-part division of a husband's testamentary estate obtained in Yorkshire and in the principality of Wales is, likewise, evident from the same (1584) A Breefe Discourse (pp. 27-28): "In the citie of York there is a custome, that the husband may enscoffe his wife of such lande as he shall purchase, which though it be against the rule of the Common lawe (which disableth the husband to convey any lande to his wife) by fcoffment or deede, yet by force of the custome it was adjudged to be lawfull and effectuall. Also the custome of manie places in England is, that the wife shall enioy the whole land of her husband in the name of her dowrie, as it appeareth by Master Littleton himselfe, and the husband cannot by any cautele or deuise defeate her thereof." Other places, the author declared, have "moietie or tone part, and generally by the common law the third part. In Northwales the custome is so beneficial for wives, (that although they be sure of their thirds of such land as their husbands shall chaunc to be seased of any time during the mariage) yet are they to have the moietie or tone part, not onely of his goods & moueables, but also of his leases, be the termes thereof neuer so long, etc." The English and Empire Digest (Vol. 13, Part IX, "copyholds," Sec. 9, p. 72) asserts: "A wife is not dowable without a special custom"; that is, it was a matter of local custom (local common law) and not a precept or requisite of the common law of the realm as a whole.

It is obvious, then, that primarily in the (1) province of York, in the (2) principality of Wales, and in the (3) city of London the three-part division of the testator's estate was a local custom. The several earlier statutes recognized and permitted, in one way or another, all, or one-half, or one-third of the freehold estate to be devised to a wife and other members of the family. The method, however, of division varied in the several provinces or communities.

That such wide variations in devising very definitely existed is evidenced by \overline{A} Briefe Treatise of Testaments and Last Wills (first published, 1590), by the jurist of York, Henry Swinburne, in which this situation is made clear. Swinburne's long experience in probating wills at York peculiarly qualified him to speak authoritatively on the matter of testamentary devising. Swinburne knew at firsthand what the several practices in will-making were. Though he wrote primarily in the light of the local practice at York where he was himself the probate judge, he summarized the whole under four chief heads, the fourth of which was especially applicable to Stratford-upon-Avon (not to London), where Shakespeare prepared his will and where the local custom did not prescribe a three-part division of the husband's estate one of which three parts was to be devised to the wife. The four conditions are here given virtually in full from Swinburne's now famous and authoritative work, A Briefe Treatise of Testaments and Last Wills (1611, pp. 111-12):

Thou shalt vnderstand that of that which remaineth, sometimes the whole, sometimes the halfe, and sometimes the third part, may be bequeathed, or deuised by the Testator, according to the diuersity of these cases following.

The first case is, when the Testator hath

neyther wife nor childe, at the time of his death, for then he may dispose all the residue of his cleare goods and cattels at his pleasure.

The second case is, when the Testator at the time of his death hath a wife and no child, or els some child or children, but no wife. In which case by a custome obserued, not only throughout the Prouince of Yorke, but in many other places besides, within this Realme of England; the goods are to be divided into two partes, and the Testator cannot bequeath any more then his part, that is to say, the one halfe; for the other halfe is due to the wife, or else to the children, by vertue of the said custome. And if the Testator haue a wife and a childe or children; which childe is heire to the Testator, or which children were advanced by the father in his life time: in this case likewise the goods are to be divided into two parts; whereof the wife is to have one part to her selfe, and the other halfe is at the disposing of the Testator.

The third case is, where the Testator leaueth behinde him both a wife and also a childe, or children. In which case by the custome observed in divers places of this Realme of England, and namely within the Prouince of Yorke: the Testator cannot bequeath any more of his goods, then the third part of the cleere goods, for in this case the said cleere goods are to be divided into three parts, wherof the wife ought to haue one part, the childe or children another part, and the third part (which is called the deaths part) remaineth to the Testator, by him to be given or bequeathed to whom he thinketh good. So that the child or children be not heire to the Testator their father, or advanced by him in his life time, for then the goods of the deceased are to be divided into two partes, whereof the Testators wife is to have the one halfe. and the other halfe remaineth to be disposed by the Testator. And if the Testator haue wife and children, whereof one is heire, another advanced, and some not aduanced by their father in his life time: in this case the goods of the deceased, shall be divided into three parts, whereof the wife shall have one, the childe or children not aduanced another, and the third shall be in the power of the Testator, to be disposed according to his will. And if the Testator, by his will bequeath a summe of money, or a lease, or some other thing, to some of his children not advanced by him in his

life time, in lieu and satisfaction of his filiall portion due vnto him by the custome of the countrey: yet the filiall portions due to the rest of the children not aduanced, shall not be augmented thereby: neyther shall the whole third part of the Testators goods be divided amongst them, but that filiall part or share, otherwise due to the childe, in lieu whereof he hath a Legacy bequeathed vnto him, doth belong to the Executors, in case that childe accept of the Legacy in lieu and satisfaction of his filiall portion. Which thing is left to his choyce, so that hee may eyther accept the Legacy, or refuse the same, and challenge his filiall portion; as hereafter more fully is set downe.

And here note, that where the wife or children ought to haue a rateable part of the goods of the deceased, be it a third part, or halfe, as the case yeeldeth; there also they ought to haue a like parte of the debts due vnto the Testator after they be recouered by the Executor or Administrator, for then they are numbred or accounted amongst the goods of the Testator, but not before. But of leases the wife and children cannot haue any rateable part within the Prouince of Yorke.

The fourth case is, when there is no such custome, of deuiding the goods of the Testator into two parts, or into three parts, as is before mentioned: in which case albeit some were of his opinion, that euen by the common lawes of this Realme, the cleere moueable goods were to be deuided into three parts or into two parts, as before, whereof the wife and children were to haue their parts, and consequently that the Testator could not dispose any more thereof, then the halfe or third, being the deaths part. Neuerthelesse others (whose opinion hath prevailed) doe holde the contrarie, to wit, that there is no such deuision to be made by force of the common lawes of this land, but onely by force of custome, and consequently that it is lawfull for the Testator, by the lawes of this Realme (except in those places where the custome aforesaid is obserued) to dispose all the whole residue of his goods, (his funerals and debts deducted) at his liking, and that the wife or child can claime no more thereof, but according as the Testator shall deuise by his Testament.

That actually it was the local custom within the jurisdiction of the London County Council that a will, drawn up

and executed within that territory, divided the property into three equal parts is clearly evidenced by an examination of some of the Elizabethan wills from that district.⁵⁴ Only a few examples can be cited here. In 1555 Thomas Barthelett, on September 24, in his will, devised his "Goods to be divided into three parts according to the custom of the City of London, one to his wife, another to his two sons, and the third to pay funeral expenses and the following legacies." Pepwell, in his last testament of August 17, 1568, devised to "Johane," "my wife," a third part of his goods. John Awdelie, in his will of June 22, 1575, bequeathed his property to wife, to children, and the residue to the poor. Richard Jugge, August 17, 1577, devised in thirds to "my wief," to the children, and to the hospitals. Thomas Vautrollier's will, dated July 10, 1587, provided that the residue of his goods be divided according to the custom of the city of London into three parts, one to the wife and the other two to the children. William Norton, August 27, 1593, divided his property into three parts, one part of which was bequeathed to Johan "my beloued wife." The will of Francis Coldock, September 3, 1602, "according to the laudable vse and custome of the Citty of London devided into thre equall and just partes or porcons" his property, one of which he bequeathed to "my welbeloved wief." Richard Field, Stratford friend of William Shakespeare and publisher of his Venus and Adonis and Lucrece, in his will dated November 24, 1624, devised: "My will and mynde is that all and singular my goods chattells debts and personal estate shalbe parted and devided into three equall partes accordinge to the auncient and laudable custome of the citic of London, [to Jone] 'my welbeloved wife' one full third part."

The last will and testament of William Shakespeare was drawn up and

executed at Stratford in Warwickshire and not in the "citie of London": accordingly, it did not divide his property into three equal parts, and it did not follow the "auncient and laudable custome of the citie of London" as operative there in making a testamentary document.

Sir Walter Raleigh's instructions⁵⁵ to his son and his advise to him concerning a wife and the descent of property exemplify the Elizabethan attitude toward bequests and the inheritance of family estates:

Let her have equal part of thy estate whilest thou livest, if thou find her sparing and honest; but what thou givest after thy death, remember that thou givest it to a stranger, and most times to an enemy; for he that shalt marry thy wife, will despise thee, thy memory, and thine, and shall possess the quiet of thy labours, the fruit which thou hast planted, enjoy thy love, and spend with joy and ease what thou hast spared, and gotten with care and travail: Yet alway, remember that thou leave not thy wife to be shame unto thee after thou art dead, but that she may live according to thy estate; especially, if thou hast few children, and them provided for. But howsoever it be, or whatsoeuer thou find, leave thy wife more than of necessity thou must, but only during her widowhood; for if she love again, let her not enjoy her second love in the same bed wherein she loved thee, nor fly to future pleasures with thoes feathers which death hath pulled from thy wings; but leave thy estate to thy house and thy children, in which thou livest while it lasteth. To conclude, wives were ordained to continue the generations of men, not to transfer them, and diminish them, either in continuance or ability; and therefore thy house and estate, which liveth in thy son, and not in thy wife, is to be preferred.

This note of instruction is definitely Anglo-Saxon in its point of view: (1) property should not descend to a stranger; (2) children of the family and not the wife were the ones by whom the family house and estate should descend; (3) the family estate should live in the

⁵⁴ Most of these wills are in the Prerogative Court of Canterbury in Somerset House, London. Henry P. Plomer's Abstracts from the Wills of English Printers and Stationers from 1492-1630 (1903) is an authoritative collection of London wills of the period which exemplify the dividing of property into three equal parts, etc. For convenience, the wills here cited are from that volume.

²⁵ Sir Walter Raleigh's Remains, published posthumously, contains "Instructions to His Son and to Posterity." See also Notes and Queries, Vol. 158 (May 24, 1930), pp. 364-65.

son. In accordance with good English custom, Sir Walter Raleigh bequeathed his landed estate to his own son and not to his wife. In his will (1618) he did not devise any one-third dower right in his estate to his wife. Indeed, so far as landed estate was concerned, he disinherited her in favor of his own son. Writing to Sir Robert Cecil in December 1594, about his owing a debt to "the widow Smith," Raleigh declared: "If it be not stayde, all that I have wilbe taken uppon the execusion in my absence. And, if she [the widow Smith] will not geve longer day, I thinke the next day wilbe that the Shiriff of Dorsett be cummanded to execute no write upon me in that countrey. For although they can do no good, by reason all the interest is in my soonn, yet the discreditt wilbe great if I be driven to shew that conveyance; and besyds, by that means my wife will know that shee can have no intrest in my livinge, and so exclayme." In 1603 Raleigh wrote his now famous letter 57 to Lady Raleigh and told her that the property had been devised to his son: "You shall understand that my lands were conveyed to my child, bona fide. The wrightings were drawn at Midsummer was twelvemonethes, as divers can witnesse Most sorry I am (as God knoweth) that, being thus surprised with death, I can leave you noe better estate. I meant you all myne office of wynes, or that I could purchase by selling it; half my stuffe, and jewells, but some few, for my boy. But God hath prevented all my determinations...." There can be no question of Sir Walter's love for his wife; nor was there any less affection on the part of Lady Raleigh for her husband. This devising of the family estate to the son and omitting any dower to the wife was but in keeping with the prevailing belief and local custom of the Elizabethans: they believed that death definitely ended any earthly love; and they desired to keep the family estate within the family name via the male line of descent. Raleigh wrote her in July 1603: "Thou art a young woman, and forbear not to marry again. It is now nothing to me; thou art no more mine; nor I thine. To witness that thou didst love me once, take care that thou marry not to please sense, but to avoid poverty, and to preserve thy child." This was not utterly unkind; Raleigh, imprisoned in London Tower, was in the shadow of the block.

A critical examination of last wills and testaments of contemporaries of the dramatist Shakespeare, in his own town and in his own time, is does not reveal any regular and prevailing local custom that, in early seventeenth-century Stratford-upon-Avon and in Warwickshire, a husband, making his final disposition of the family estate, divided the property into three parts, one an equal one-third dower right to his wife. It is exceptional to find a Stratford will that reads as does William Walford's. Walford, a woollen draper, died in 1624. His will (P.C.C., 47 Byrde) reads: "to Anne Walforde my wife during her naturall life the thirde parte of all those my landes tenementes and hereditamentes I now am seized on in free holde." But Richard Ainge's will (P.C.C., 8 Dorset) of January 16, 1608, proved the following January 28, 1609, makes no such three-part division and, hence, devises no one-third as dower to his wife Alice. He does, however, bequeath his wife the lease of the house wherein he dwelt during her natural life, and "all the rest of my goodes moveable and unmoveable" (most had been devised to his sons), and made her his executrix. Thomas Allen's will (P.C.C., 45 Capell), dated December 13, 1612, and proved May 14, 1613, likewise, makes no three-part division of his estate with a consequent devising of one of the thirds as a dowry to his wife. He, like Ainge, devises his estate entail and lets his wife Jane occupy his house so long as she shall remain unmarried; but, on her marriage, it is "to be sett foorthe for the benefitte of the three Children." After bequeathing most of

his goods to his children, he bequeathed the "unbequeathed to my wief Jane and Adrian her sonne," who were made executors. Edmund Wall who made his mark in signing his will (P.C.C., 55 Wingfield) dated July 3, 1609, and proved June 13, 1610, devised no one-third dower to his wife Margery. John Smyth, ironmonger of Stratfordupon-Avon, in his will (P.C.C., 33 Capell) dated April 12, 1612, and proved April 24, 1613, does not devise any onethird of his estate to his wife Alice, who shall occupy his dwelling house during her lifetime, at the end of which it shall pass to his son Henry. Wife, children, and testator are not equal sharers in his family estate.

The Combes, the Reynoldses, the Sadlers, the Walkers, the Hornbys, the Nashes, and others did not regularly devise their family estates by bequeathing one-third dower right to a surviving wife. Had they had legal residence in the province of York, or in the principality of Wales, or in the district of the London County Council, and had they drawn up their wills within one of those jurisdictions, one might be reasonably certain to find in their testamentary papers the conventional "I divide my lands, . . . into three equal parts, " and then one of those three equal parts would have been devised to a surviving wife.

William Shakespeare, however, drew up his testamentary devise in Stratfordupon-Avon, and not in York, Wales, or London.

In the light of the facts (1) that Anglo-Saxon precepts and practice involved the continuation of the family estate and the family descent via sons or the male line; (2) that there was no common law dower right to a wife operative throughout the realm of England, though the Magna Carta, the Statute of 32 Henry VIII, c. 1, recognized it as a privilege if a husband wished to exercise it up to a given legal limit; (3) that in York, in Wales, and in London a local custom did approve bequeathing one-third dower right to a wife; (4) that no such local custom of devising a one-third dower right obtained in Stratford-upon-

⁵⁵ See E. E. Edwards, The Life of Sir Walter Raleigh, 1868, II, 104.

^{tr} Ibid., II, 284.

in Many wills of Stratford folk are in the Prerogative Court of Canterbury in Somerset House, London. The several cited here may be found in Edgar Vine Hall's very excellent Testamentary Papers I: Wills from Shakespeare's Town and Time (n.d., but printed in 1931).

Avon in 1616; (5) that English statutes did not actually require a husband so to divide his property and so devise onethird of it as dower to a wife but only permitted it to be done up to a certain legal maximum limit—it is clear that William Shakespeare did not "shamefully disinherit his wife" and did not devise contrary to English common law then prevailing. It was no personal dislike, no personal conjugal infelicity, no intended slight to his wife that impelled William Shakespeare to devise his landed family estate as he did. From the phrasings of his testamentary paper itself-particularly in his devise of the real estate to Susanna—it is clear that the dramatist desired to establish his family and his estate in the descent of the male line of landed gentry. The chances are, though there is no documentary evidence to support it, that the members of his immediate family, his own wife included, were in support of this very desire and of his attempt to achieve this objective. In any case, his devising was quite in keeping with the precepts and practices of Anglo-Saxon will-making and testamentary bequeath-

The Shakespeare family concern was to establish itself in the male line of descent in the landed gentry. To this objective, a family estate gradually had been built up by purchases of land, of tithes, of real estate properties in Stratford-upon-Avon. Even money, cash in hand, had been accumulated. Some of these properties carried with them the right to a pew and the right to burial within the Parish Church. The great dramatist's life would not have been satisfactorily rounded out had he not prepared and executed his own final last will and testament. As the head of the Shakespeare family and of the Shakespeare family estate, he had an obligation that was not only legal but racial and social as well.

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XCVII

SHAKESPEARE A SHAREHOLDER IN THE BLACKFRIARS AND THE GLOBE THEATERS

MPORTANT actual docu-mentary materials are lack-ing in one very special phase of Shakespearean biography, namely, his connection (1) as playwright and (2) as actor and shareholder, with the Lord Chamberlain's Men and after 1603 with the King's Men. Contracts for the erection of theaters, pleas in court, bills of complaint with their answers, and like records are extant, but no documents connecting Shakespeare intimately with his dramatic organization. One queries ineffectually: Just what were Shakespeare's legal duties in his company? Was there an actual contract? Did that contract prescribe acting? or playwriting? or refurbishing old plays? He appears to have got along exceedingly well with his associates. Some of them he remembered in his will; some of his fellows, like Augustine Phillips in 1605, remembered him in theirs. Did his "shareholder" position include such services as his company might from time to time require of him? These details have never been clarified.

J. Q. Adams' Shakespearean Playhouses (1917) and T. W. Baldwin's The Organization and Personnel of the Shakespearean Company (1927) have done much to present theater-company organization, but many points are yet to be cleared up. No legal contracts between Shakespeare and Pembroke's Men, between William Shakespeare and Lord Strange's or the Lord Chamberlain's Men, and between William Shakespear and the King's Men are known. If they ever existed, they must have been important private papers. Concerning Shakespeare's purchases of real estate the documentary evidence is pretty complete; the record of his plays written or

[DOCUMENT 241]

[EXTRACT FROM INVENTORY OF THE PROPERTY OF SIR THOMAS BREND SHOWING SHAKESPEARE AND OTHERS TO BE OCCUPYING THE GLOBE, 1599]

Ac de et in una domo de novo edificata cum gardino eidem pertinenti in parochia S^{ci} Salvatoris praedicta in comitatu praedicta in occupacione Willielmi Shakespeare et aliorum

[DOCUMENT 242]

[COURT PLEA OF THOMASINA OSTLER LISTING SHAKESPEARE AS SHAREHOLDER IN THE GLOBE AND BLACKFRIARS THEATERS, 1615]

[Concerning the Globe Theatre]:

Cumque per quandam aliam Indenturam inter Basilium Nicholl, Willelmum Shakespeare, Johannem Witter, Johannem hemynges, henricum Condall, & Johannem Edmondes & Mariam vxorem eius ex vna parte & praefatum Willelmum Osteler ex altera parte, apud londoniam praedictam in praedicta parochia beatae Mariae de Arcubus in Warda de Cheape londoniae factam, gerentem datum vicesimo die ffebruarij anno regni dicti domini Regis nunc Angliae nono [1611] supradicto, recitando quod, Cum quidam Nicholaus Brend de West Moulsey in Comitatu Surria armiger per Indenturam suam tripartitam, gerentem datum vicesimo primo die ffebruarij anno regni dominae Elizabeth nuper Reginae Angliae quadragesimo primo [1599], pro Consideracionibus in eadem Indentura tripartita mencionatis & expressatis, dimisisset, Concessisset & ad firmam tradidisset quibusdam Cuthberto Burbadge & Ricardo Burbadge de londonia generosis, prefato Willelmo Shakespeare, & Augustino Philipps & Thomae Pope de londonia generosis defunctis, praedicto Johanni hemynges, & Willelmo Kempe nuper de londonia generoso defuncto, totam illam parcellam fundi nuper praeantea inclusam & factam in quatuor separalia gardina, nuper in tenuris & occupacionibus Thomae Burt & Isbrand Morris diers & lactantij Roper salter Civis londoniae, Continentem in longitudine ab oriente vsque Occidentem ducentos & viginti pedes assisae vel eo Circiter, iacentem & adiungentem viae sive venellae ibidem ex vno latere, & abbuttantem super peciam terrae vocatam the Parke super

boream, & super gardinum tunc vel nuper in tenura siue occupacione Cuiusdam Johannis Cornishe versus occidentem, & super aliud gardinum tunc vel nuper in tenura sive occupacione Cuiusdam Johannis Knowles versus orientem, Cum omnibus domibus, aedificijs, structuris, vijs, easiamentis, Commoditatibus & pertinentiis adinde spectantibus vel aliquo modo pertinentibus, quae dicta praemissa sunt scituata, iacentia & existentia infra parochiam sancti Salvatoris in Southwarke in Comitatu Surria; aceciam totam illam parcellam terrae nuper praeantea inclusam & factam in tria separalia gardina, vnde duo eorundem nuper in tenura sive occupacione Cuiusdam Johannis Robertes Carpenter ac aliud nuper in occupacione Cuiusdam Thomae Ditcher Civis & mercatoris scissoris londoniae, scituatam, iacentem & existentem in parochia praedicta in praedicto Comitatu Surria, Continentem in longitudine ab oriente ad occidentem per estimacionem Centum quinquaginta & sex pedes assisae vel co Circiter, & in latitudine a borea ad austrum Centum pedes assisae per estimacionem vel eo Circiter, iacentem & adiungentem super alio latere viae sive venellae praedictae, & abbuttantem super gardinum ibidem tunc vel nuper praeantea in occupacione Willelmi Sellers versus orientem, & super vnum aliud gardinum ibidem tunc vel nuper praeantea in tenura Johannis Burgram sadler versus occidentem, & super venellam ibidem vocatam Mayden lane versus austrum, Cum omnibus domibus, aedificijs, structuris, vijs, easiamentis, Commoditatibus, & pertinentiis vltimus recitatis praemissis seu alicui parti vel parcellae inde spectanibus seu aliquo modo pertinentibus, simulcum libero ingressu, egressu & regressu & passagio ad & pro praesatis Cuthberto Burbadge & Ricardo Burbadge & praesatis Willelmo Shakespeare, Augustino Phillipps, Thoma Pope, Johanne hemynges & Willelmo Kempe, executoribus, administratoribus & assignatis suis, & omnibus & quibuslibet alteris persone & personis habentibus occasionem ad veniendum ad eos per & trans praedictam viam sive venellam, iacentem & existentem inter praemissa praedicta dimitti mencionanda vt supradictum est, ad & a praedictis praemissis dimitti mencionandis vt praedicitur, ac ad omnia tempus & tempora durante dicto termino subscripto; habendo & tenendo vnam medietatem sive dimidiam partem dictorum separalium gardinorum, anglice garden plottes, ac omnia & singularia altera praemencionata & dimissa praemissa, Cum omnibus & singulariis pertinentiis, praesatis Cuthberto Burbadge & Ricardo Burbadge, executoribus, administratoribus & assignatis suis, a festo Natalis domini [25. Dezember 1598] vltimo praeterito antedatum dictae Indenturae vsque plenum finem & terminum triginta vnius annorum extimo proxime sequentem & plenarie Complendum & finiendum [25. Dec. 1629],* pro annuali redditu septem librarum & quinque solidorum; / ac habendo & tenendo praedictam aliam medietatem sive dimidiam partem praedictorum separalium gardinorum, anglice garden plottes, ac omnia & singularia altera praemissa dimitti mencionanda, vt supradictum est, cum omnibus & singulariis suis

published is also fairly complete; many records of his private life (marriage, coat of arms, etc.) are well known. It is only from legal suits in connection with the Burbages that most of the pertinent information that we possess is gleaned: these demonstrate that William Shakespeare was an "actor-sharer" in the Blackfriars and the Globe theaters. His own last will and testament of 1616 does not devise any theater shares, whereas some of the wills of some of his associates very specifically devise their shares. Absence of mention of them in his will suggests that he had already disposed of any holdings he once possessed. His having been a "shareholder," as opposed to a "hireling" or a "servant," in the Blackfriars and in the Globe, is evidence of his high position in his dramatic com-

A. An inventory, dated May 16, 1599, of the property of Sir Thomas Brend, whose son had leased the site of the Globe playhouse to the Lord Chamberlain's Men, contains a statement which shows that William Shakespeare was part owner of the Globe. The building was "novo edificata" or newly built. Just how long before 1599 the Globe was in process of being erected is not definitely known; but it took the place of The Theatre in Shoreditch which the Burbages had demolished. The transcript here given as Document 241 is from E. K. Chambers' Elizabethan Stage (II, 415, n. 2). The original is in the Public Record Office.

When the Globe was built in 1599, a half-interest in the property was assigned to the two brothers, Richard and Cuthbert Burbage. The other half-interest was divided in equal portions among the five important actors in the Lord Chamberlain's Men: William Shakespeare, William Kempe, Thomas Pope, Augustine Phillips, John Heminges. Thus Shakespeare owned one-tenth of the whole. In 1601 still another inventory of the Brend estate was made; in this inventory the Globe was in the tenancy of "Richard Burbage and William Shakespeare, Gent"—only the two most important sharers being named in that legal document. This document, not re-

^{*} Added by the present editor.

nunc Angliae sexto, pro Consideracionibus in eadem vltima recitata Indentura dimissionis specificatis, dimisisset & ad firmam tradidisset cuidam Willelmo Slye nuper de londonia generoso defuncto vnam plenam septimam partem tocius illius domus lusoriae, vocatae a playehouse, & diuersarum aliarum rerum ipsius Ricardi Burbadge, particulariter specificatarum, tam in praedicta recitata Indentura dimissionis, quam in quinque alijs separalibus Indenturis dimissionis de eodem dato separatim concessis de parcellis praedictae domus lusoriae & praemissorum (excepto prout per praedictas separales Indenturas excipitur) per & a praedicto Ricardo Burbadge praefato Johanni hemynges & quibusdam Willelmo Shakespeare, Cuthberto Burbadge, henrico Condell, Thomae Evans, de londonia praedicta generosis, scituatorum in praecinctu de le Blackfryers londoniae, pro termino viginti vnius annorum [to 1629],* ac pro & subter annualem redditum quinque · librarum quatuordecim solidorum & quatuor denariorum, quam quidem primam recitatam Indenturam dimissionis sic vt praesertur praefato Willelmo Slye factam & concessam, vt supradictum est, quaedam Cicilia Browne executrix testamenti & vltimae voluntatis eiusdem Willelmi Slye, pro bonis consideracionibus ipsam adinde moventibus, virtute executriciati sui praedicti sursumreddidit & illi praefato Ricardo Burbadge deliberauit cancellandam & vacuam faciendam simulcum toto iure & interesse suo de & in praedicta septima parte eiusdem domus lusoriae & praemissorum, prout per praedictam Indenturam dimissionis & sursumreddicionis inde indorsatae plenius apparere potest, Et quae quidem septima pars eiusdem domus lusoriae & praemissorum sic praefato Willelmo Slye dimissa & sursumreddita, vt supradictum est, postea divisa, dimissa & reservata fuit per praedictum Ricardum Burbadge praefato Johanni hemynges, henrico Condell, praefato Ricardo Burbadge et alijs per separales Indenturas dimissionis, Omnes quae quidem Indenturae dimissionis sursumredditae & deliberatae fuerunt praefato Ricardo Burbadge cancellandae & frustrandae; praedictus Ricardus Burbadge, pro diuersis bonis & racionabilibus Consideracionibus Ipsum praefatum Ricardum adinde Moventibus, dimisisset & ad firmam tradidisset praefato Willelmo Osteler totam praedictam septimam partem praedictae domus lusoriae & praemissorum, sic vt praesertur praesato Willelmo Slye & alijs dimissorum, sursum redditam vt supradictum est (excepto prout in praedicta prima recitata Indentura dimissionis & praedictis quinque alijs Indenturis dimissionis primo praemencionatis excipitur), habendam & tenendam praedictam septimam partem praedictae domus lusoriae & praemissorum, superius per praedictam Indenturam praefato Willelmo Osteler [sicl Slye] modo dimissam, (excepto praeexceptum) praefato Willelmo Osteler, executoribus, administratoribus & assignatis suis, a festo Annunciacionis beatae Mariae virginis [25. März 1611] vltimo praeterito ante datum dictae Indenturae vsque finem & terminum octodecim annorum & vnius quarterii anni tunc proxime sequentem plenarie complendum & finiendum [25 June, 1629]*...

* Added by the present editor.

produced here, is in the Public Record Office.1

B. Coram Rege Roll 1454, 13 James I, Hilary Term, membrane 692, a legal manuscript in the Public Record Office, of about October 9, 1615, is a plea of Thomasina Ostler in the suit of William Ostler versus John Heminges. In this suit William Shakespeare was listed as a shareholder in the Globe and the Blackfriars. Professor Charles William Wallace printed the whole as Advance Sheets from Shakespeare, the Globe, and Blackfriars (1909), and excerpts are in Shakespeare Jahrbuch (XLVI [1910], 235-39). The transcript here given as Document 242 is reprinted from Professor Wallace's work as printed in the Shakespeare Jahrbuch, with punctuation added for clearness. William Shakespeare, of course, is here not an active party to the legal action.

C. In the Public Record Office (Court of Requests Proceedings, 17 James I, Uncalendared) is the legal answer, dated April 28, 1619, of John Heminges and Henry Condell to a bill of complaint of John Witter of Mortlake in the County of Surrey, gentleman, versus John Heminges and Henry Condell. The entire series of eight documents (bill, answer, replication, court's decree, etc.) covering this suit in the Court of Requests was discovered by Professor C. W. Wallace and was printed in The University Studies of the University of Nebraska (X, October 1910, 305-36). This answer, while the great dramatist was not legally a party to the suit, for he had died in 1616, identifies William Shakespeare as one who had been a shareholder in the Globe. It is noteworthy that, in these documents, among the actors, the name William Shakespeare is always given first. The moiety in this document was a tenancy in common and not a joint tenancy, as Wallace suggests; Chambers (William Shakespeare, 1930, II, 67) has corrected the error of Wallace.

The suit of John Witter versus John Heminges and Henry Condell grew out of the marriage in 1606 of John Witter

¹ Charles William Wallace, in *The Times* (London) for April 30 and for May 1, 1914, presented further material about the Brend estate.

Birth of our Lord god then last past before the date of the said Ind[entu]re vnto the said full end & terme of xxxj yeeres from thence next ensuing for the like yeerely rent of seaven pound[es] & five shilling[es]. Which said W[illia]m Shakespeare Augustine Phillipps Thomas Pope John Heming[es] & William Kempe did shortlie after graunte & assigne all the said Moitie of & in the said gardens & groundles] vnto William Levison and Thomas Savage who regraunted & reassigned to cu[cr]ye of them scu[cr]ally a fift p[ar]te of the said Moitie of the said gardens & ground[cs]. Vpon w[hi]th p[r]emisses or some p[ar]te thereof there was shortly after built the said then Playhowse. So as the said Augustine Phillipps had a fiveth parte of the moitie of the said gardens & ground[es] & after the said Playhowse was built he had a fiveth plante of the said galleryes of the said Playhowse in joynt tenancie w[i]th the said Willi[a]m Shakespeare Thomas Pope the said John Heming[es] & W[illia]m Kempe & as tenant in Com[m]on during the said terms of veeres demised by the said Nicholas Brend as aforesaid as the said def [endan]tes do take it. But the said def [endan]!" do say that about the time of the building of the said Playhowse & galleryes or shortlie after a third plar te of the fiveth plar te of the said Moitie of the said Playhowse galleryes gardens & ground w[hi]th was the fiveth p[ar]te of the said Willi[a]m Kempe did come vnto the said Augustine Phillipps by a graunt or assignem[en]t of the said fiveth p[ar]te made by the said W[illia]m Rempe to the said W[illia]m Shakespeare the said John Heming[es] one of the said def[endan]tes and the said Augustine Phillipps. / W[hi]th said Last menc[i]oned fiveth p[ar]te did shortlie after come to Thomas Cressey by the graunte & assignem[en] of the said W[illia] Shakespeare the said John Heming[es] and Augustine Phillipps w[hi]ch said Cressey did shortlie after regraunte and reassigne the said fiveth p[ar]te to the said Willi[a]m Shakespeare John Heming[es] Augustine Phillipps & Thomas Pope as the said def [endan]tes do take it. So as the said Augustine Phillipps then had a fiveth p[ar]te and the fourth p[ar]te of another fiveth p[ar]te of the said moitie of the said playhowse galleryes gardens and ground[es] as the said def [endan]tes do verily beleeve for & during the same terme of yeeres / And the said def [endan]t John Heming[es] doth also say that he thincketh it to be true that the said Augustine Phillipps being so of one fiveth p[ar]te and of the fourth p[ar]te of another fiveth p[ar]te of the said moietie so possessed in or about the time in the said bill menc[i]oned [May, 1605] made his Last will & testam[en]t in writing & thereby made his then wife Anne his executrix of his said Last will & testam[en] & shortlie after died so possessed of the said terme of & in the said p[ar]te of the said moitic as is aforesaid And that shortly after his decease his said will was proved in the Prerogative Court of Canterbury as in the said bill is alledged. And the said def [endan]t John Heming[es] doth say that he likewise thincketh it to be true that by vertue of her the said Annes being Executrix of

the profittes, etc." The Burbages, too, once controlled the Blackfriars. Thus, as late as 1635, William Shakespeare was listed in a legal document as having been in earlier days a shareholder in the Globe and the Blackfriars. The answer, given in full in Halliwell-Phillipps' Outlines (1, 317-19; facsimile of part of the manuscript on p. 318), was addressed "To the Right Honorable Philip Earle of Pembroke and Montgomery, Lord Chamberlaine of his Majesties houshold. Right Honorable and our singular good Lord." It is here given as Document 244, with punctuation added and the abbreviated words spelled out in full.

Some conclusions² relative to Shakespeare's possession of "actor-shares" and as to the monetary value of those shares with their consequent income may be drawn with a fair degree of certainty: (1) According to the thirty-year lease of the Globe of February 21, 1599, William Shakespeare owned one-fifth of a moiety (one-half), that is one-tenth of the whole —the Burbages owned half of the whole, and five of the main actors (Shakespeare among them) owned the other half; hence each of the actors owned onetenth of the whole. (2) When William Kempe dropped out, about 1599 and joined the Worcester's Men, Shakespeare came to own one-eighth. (3) When, in 1605-1608, Henry Condell and William Sly were brought into the company as sharers, he came to own onetwelfth. (4) When William Ostler was brought into the organization on February 20, 1612, the dramatist came to own one-fourteenth. (5) Concerning the Blackfriars: according to the original lease of August 9, 1608, Shakespeare owned one-seventh of the whole, when William Sly died in the same year he came to one-sixth, and when William Ostler joined the company on March 25, 1611, he came again to hold one-seventh. (6) Theater shares do not appear in a single one of the known documents of the dramatist's heirs. (7) The share in

These conclusions are based on the documents given in this chapter and on the printed notes by T. W. Baldwin, Charles W. Wallace, E. K. Chambers, Sidney Lee, and others. T. W. Baldwin's The Organization and Personnel of the Shakespearean Company has almost elaborate discussion of this topic.

the Globe mentioned in Document 243, above, as sold before the destructive fire of 1613, was not Shakespeare's; probably it was Sly's, for Heminges and Condell already possessed (February 20, 1612) three shares between them. Document 244 shows that in 1615 Shakespeare was still holding his shares. The 1635 Answer (see D, above) shows that Shakespeare was no longer a shareholder in the Globe: indeed at a date earlier than 1633 the entire moiety of the actor-housekeepers was held by two families-that of John Heminges and that of Henry Condell-owning four shares each. The original 30-year lease of February 21, 1599, which expired in 1629, was extended to 1635 and once more to 1644. Obviously Heminges and Condell, at some date before 1633, acquired the Shakespeare shares, probably by purchase. A good surmise is that, since Shakespeare had retired from the active stage by 1613, the year when the Globe burned, he relinquished his shares in the Globe rather than advance the levy of £50 or £60 (about \$2,400) assessed for the rebuilding of that playhouse. That may also have been an opportune time to dispose of his shares in the Blackfriars. In any case, he was not one of the defendants in the Keysar bill of complaint' of February 8, 1610, concerning the Blackfriars against Richard Burbage, Cuthbert Burbage, John Heminges, Henry Condell, "and others" of the dramatic company. Ordinarily, in any list of actor-shareholders in the Globe and Blackfriars documents, the name of William Shakespeare was placed first. It may be recalled, too, that it was in March 1613 that Shakespeare purchased the Blackfriars property. All that can be said is that documents are at present not available to show when, how, and for what price William Shakespeare disposed of his "shares" in the Globe and the Blackfriars.

Any conclusions as to the monetary value of Shakespeare's yearly income from the theater can be relative only. Not all years were full years; plague, in-

the said will shee into the said p[ar]tes of the moitie of the said galleryes ground & playhowse late of the said Augustine Phillipps as aforesaid did enter & was thereof possessed accordingly and did receive & take the yssues proffitt[es] and com[m]odities thereof But whether her said entrie into the said p[ar]te or into any p[ar]te thereof was by virtue of a divise or guift in & by the said will & testam[en]t to her geven & devised or not this def [endan]t saith he knoweth not And yet he thincketh it to be true that the said testator Augustine Phillipps in & by his said Last will & testament did geve & bequeath one third p[ar]te of all his good[es] & chattells to the said Anne But this def [endan]t saith that he doth not thinck that the said Anne made her elec[ci]on to have a third p[ar]te of the p[ar]tes Late of the said Augustine her said husband of the said moitie of the said galleryes gardens & ground as a legacie geven vnto her by the said will And this def [endan]t John Heming[es] doth also say that although the said testator Augustine Phillipps in & by his said Last will and testam[en]t did ordeyne & make the said Anne his wife Executrix of his said Last will & testament yet the same was not absolutely but onley with proviso or vpon condic[i]on in the said will expressed that if the said Anne his wife should at any time marrie after his decease That then & from thenceforth shee should cease to be any more or longer Executrix of his said Last will or any wayes intermedle with the same And that then and from thenceforth this def [endan]t John Heming[es] the said Richard Burbadge Willi[a]m Slye & Tymothie Whitehorn should be fully & wholie his executors of his said Last will and testament as though the same Anne had never byn named As by the same last will and testament ready to be shewed to this honorable courte (to which said will this said def [endan]t for the more certentie thereof doth referre himself) more playnely appeareth. And this def [endan]t John Heming[es] further saith that the said Compl[ainan]t in or about the Moneth of November in the fourth Yeere of the King[es] Ma[jes]tes raigne of England [1606] Did come to this def [endan]t, and making shewe and affirming that the said Anne and himself then stood in greate nede of money did make offer to p[ro]cure the said Anne to mortgage her said terme of and in the said fiveth p[ar]te of the said Playhowse galleryes gardens and ground[es] w[hi]ch was so regraunted to the said Augustine Phillipps by the said Levison and Savage as is aforesaid vnto this def[endan]t for the som[m]e of fiftie pound[es] or thereabout[es] wherewith to relieve their want[es] and would have had the said Anne by herself to have made the said Mortgage to this def [endan]t. But this def [endan]t then suspecting that the said Compl[ainan]t and Anne having then by a good space byne in treatie of a mariage betwene them might then be secretlie marryed and so her assuraunce alone nothing worth and nothing at all then doubting that the said Anne had assigned over the said terme of yeeres of & in the said fiveth p[ar]te of the said moitie to the said Compl[ainan]t this def[endan]t

See C. W. Wallace's materials on this suit in The University Studies of the University of Nebrasks, N (1910), 335-60.

required the said Compl[ainan]t to ioyne in the said assuraunce of the said terme of yeeres of the said fiveth p[ar]te of the said moitie in Mortgage for his said money w[hi]th he the said compl[ainan]t yeelded vnto And therevpon both the said compl[ainan]t & the said Anne then confessing themselues to be maried ioyned in the said Mortgage to this def [endan]t and he paid vnto them the said some of 50li w[hi]ch together with 50s for considerac[i]on for the forbearaunce thereof this def[endan]t Confesseth was repaid vnto him on the day lym[m]itted in & by the said dede of assuraunce in mortgage for the repayment thereof. But this defend[an]t did not knowe or thincke that the said Anne had assigned or settover the said terme of yeeres & the said interest of & in the said fiveth p[ar]te of the said moitie vnto the said compl[ainan]t w[hi]ch if shee had don[n]e this def [endan]t thincketh he had byne meerely deceived & defrauded of his said 50li if he would have lent the same w[i]thout the said Compl[ainan]t[es] ioyning w[i]th the said Anne in the said Mortgage But if any such assignement of the said terme of yeeres was made by the said Anne vnto the said Compl[ainan]t before the said compl[ainan]t & the said Anne intermaried the same was done contrary to the said testators meaning in & by his said Last will and to the trust by him reposed in the said Anne thereby & w[i]th purpose to take away & avoid theffect of the said condic[i]on made by the said testator in his said will w[hi]ch was intended for the good & p[re]ferment of his children Which Course of dealing this def [endan]t thincketh deserveth no favor or relief in any Court of equitie And this def [endan]t hopeth to prove that the said Anne did not make the said supposed assignem[en]t of the said terme of yeeres & interest of & in the said fiveth p[ar]te of the said moitie to the said Compl[ainan]t before their intermariage for that after their said intermariage the said compl[ainan]t claymed the same p[ar]te onely in the right of the said Anne his wife as Executrix of the said Augustine Phillipps as will appeare by divers writing[es] & otherwise And this def [endan]t verely thincketh that if the said supposed assignem[en]t be p[ro]duced & brought to light that it will not abide the touch in the triall thereof Or if the said Anne did make the said assignem[en]t vnto the said Compl[ainan]t before their intermariage this def [endan]t

hopeth to prove that it was and is meerely void in Lawe And this def [endan] saith that after the said intermariage of the said Compl[ainan]t w[i]th the said Anne he the said compl[ainan]t did ioyne in the graunting of two sixth p[ar]tes of the said Moitie of & in the said Playhowse galleryes gardens and ground[es] w[i]th this def [endan]t & the rest then interessed therein vnto Willi[a]m Slye and the said other def[endan]t Henry Condell / And this def [endan]t doth deny that he or to his knowledge the said other def[endan]t Henry Condell hath the said assignement or graunt so supposed to be made by the said Anne to the said Compl[ainan]t. But Confesseth that he hath the said last will and testam[en]t of the said Augustine Phillipps and the said dede whereby the said Augustine Phillipps had onely a fiveth p[ar]te of the said Moitie of the said Playhowse galleryes gardens & ground during the said terme of yeeres and that at & vpon the earnest solicitac[i]on & intreatie of the said Anne before the said repaym[en]t of the said fiftie pound[es] vnto this def [endan]t shee then in vrgent manner affirming vnto him that the deliu[er]ye thereof vnto the said Compl[ainan]t would be her vtter vndoing he this def [endan]t did forbeare to deliver the same vnto the said Compl[ainan]t but kept the same And this def [endan]t hath also in his hand[es] and Custody the said original lease so made by the said Nicholas Brend to him & oth[e]rs as is aforesaid and keepeth the same to the vse of himself & the rest w[hi]ch haue any interest therevnto by & w[i]th their Consent[es] And this def [endan]t further saith that by meanes that the said Compl[ainan]t & the said Anne were intermaryed whereby the said Condic[i]on in the said will of the said Augustine Phillipps was broken and especially to keepe the Compl[ainan]t from receaving or recovering of the some of 300li w[hi]ch did then remaine in the hand[es] of Sir Eusebius Jsam Knight least he should spend the same as he had before lavishly and riotuously spent wasted & consumed almost all the rest of the said good[es] & chattells w[hi]^{ch} were of the said Augustine Phillipps and as he after spent 80li of the said 300li w[hi]ch he gott out of this def [endan]tes hand[es] after that he had received the same 300li of the said Sr Eusebius and w[i]th the consent and intreatie of the said Anne the admi[ni]strac[i]on of the good[es] and chattells

of the said Augustine Phillipps in or about the Moneth of May in the fiveth yeere of his Ma[jes]tes said raigne [1607] was Com[m]itted to this def [endan]t in the p[re]rogative Court of Canterbury as Executor of the said Last will & testament of the said Augustine Phillipps By virtue whereof he this def [endan]t did enter into the said fiveth p[ar]te of the said moitie of the said Playhowse galleryes gardens and ground[es] and did take the rent[es] yssues and profitt[es] thereof as well & lawfull it was as he hopeth for him to doe After which said admi[ni]strac[i]on so taken by this def[endan]t he paid a legacie of five pound[es] to or for the poore of Mortlack in the County of Surrey w[hi]ch the said Anne & the said Compl[ainan]t had left vnpaid by all the time wherein shee was executrix as aforesaid and he this def [endan]t is to pay more legacyes to oth[e]rs when the same shalbe due & payable by the same last will and this def [endan]t in Charitie also to relieue the said Compl[ainan]t & the said Anne his wife & her children did from time to time divers & many times deliver sometimes vnto the said Compl[ainan]t & sometimes to the said Anne divers som[m]es of money amounting in the whole to a greate some vntill about the Moneth of ffebruary in the Eight yeere of his Ma[jes]tes said raigne about w[hi]ch time the said compl[ainan]t & Anne his wife by their dede pole bearing date the tenth day of ffebruary in the said Eight yeere of his Ma[jes]tes said raigne (this def [endan]t then being in possession of the said fiveth p[ar]te of the said moitie of the said playhowse galleryes ground[es] & gardens) did remise & release vnto this def [endan]t all & al manner of acc[i]ons debt[es] bills bond[es] accompt[es] matt[e]rs & demaund[es] whatsoeu[er] as by the said dede pole ready to be shewed to this ho[nora]ble Courte may appeare By w[hi]ch said release this def [endan]t hopeth that the said Compl[ainan]t is barred both in lawe & equitie to sue for or demaund the said fiveth p[ar]te of the said moitie of the said playhowse galleryes ground or gardens & Contrary or against w[hi]th said Compl[ainan]t[es] owne dede of release this def[endan]t hopeth that this ho[nora]ble Courte will not p[er]mitt the said Compl[ainan]t to sue this def[endan]t for the said fiveth p[ar]te or any p[ar]te of the said moitie of the said playhowse in this ho[nora]ble Courte And this def [endan]t furth[e]r saith that shortlie after the makeing of the said release by the said Compl[ainan]t & his wife to this def [endan]t the said Compl[ainan]t & his said wife did take a lease of this def [endan] by Ind[entu]re bearing date the xiiijth day of the said Moneth of february [1611] w[hi]ch was but foure dayes after the date of the said release, of a sixth p[ar]te of the said moitie of the said playhowse garden plott[es] and p[re]miss[es] for the terme of Eighteene yeeres from the birth of our Lord god then last past yelding & paying therefore yeerely during the said terme vnto this def[endan]t his exec[utors] adm[ini]str[ators] & assi[gne]s xxiiijs ijd of Lawfull money of England at the ffcast[es] of thanunciac[i]on of the blessed virgin Mary the Nativity of St John Baptist St Michael Tharchangell & the birth of our Lord god or w[i]thin tenne dayes after eu[er]ye of the same fleast dayes by even porc[i]ons Provided alwayes that if it should happen the said yeerely rent of xxiiijs ijd to be behinde vnpaid in p[ar]te or in all by the said space of tenne dayes next over or after any of the ffeast dayes of paym[en]t thereof aforesaid in w[hi]ch the same ought to be paid being lawfully demaunded Or if the said Compl[ainan]this exec[utors] ad[ministrator]s or ass[igne]s should not w[i]thin one yeere then next Comeing pay and discharge the said legacie of five pound[es] geven & bequeathed by the last will & testam[en]t aforesaid vnto the poore of the p[ar]ish of Mortlack or should not w[i]thin the space of one whole yeere then next Comeing Cause & p[ro]cure a sufficient acquittaunce or dischardge vnder the hand[es] & seales of the p[ar]son or Curat and Churchwardens of the said p[ar]ish to be geven & deliu[er]ed to this def[endan]t his exec[utors] ad[ministrator]s or ass[igne]s for his & their dischardge of & for the said legacie of five pound[es] w[i]th divers oth[e]r p[ar]tes of the said Condic[i]on hereafter to be p[er]formed by the said Compl[ainan]t his exec[utors] adm[ini]str[ators] & ass[igne]s That then the demise & graunte aforesaid of the p[re]miss[es] should be void & of none effect. In w[hi]ch said Ind[entu]re of lease it is recited and expressed that the said sixth p[ar]te of the said Moitie of the said Playhowse garden plott[es] & p[re]miss[es] was then Lawfully Come to the hand[es] & possession of this def[endan]t by his being adm[ini]strator of the good[es] chattells

right[cs] & debt[cs] aforesaid of the said Augustine Phillipps, And that this def[endan]t in considerac[i]on that the said Compl[ainan]t should pay & dischardge the said Legacie of five pound[es] and two oth[e]r legacies of tenne pound[es] a peece menc[i] oned in the said Condic[i] on did make the said demise & lease As by the Counterp[ar]te of the said Ind[entu]re of lease ready to be shewed to this holnora lile Courte (whereto this def [endan]t referreth himself) more playnely appeareth /. whereby this def [endan] thincketh that it manifestly appeareth that the said Complianan then claymed not the said sixth p[ar]te of the said Moitie by the said supposed assignem[en]tby him p[re]tended to be thereof made vnto him by the said Anne & that this def[endan]t was Lawfully interessed in the said sixth p[ar]te as adm[ini]strator when the said release was so made vnto him or by the said release when the said def [endan] made the said Lease vnto the said Compl[ainan]t & his said wife of the said sixth p[ar]te of the said moitic of the said playhowse gardens & ground And this def[endan]t furth[e]r saith that about the said terme of five yeeres Last past menc[i]oned in the said bill of Compl[ain]t or about Six Monethes before the said Playhowse and galleryes were casually burnt downe & consumed w[i]th fier /. Shortlie after w[hi]th this def[endan]t and his p[ar]tners in the said Playhowse resolued to reedific the same & the rath[e]r because they were by Coven[a]nte on their p[ar]te in the said originall lease conteyned to mainteyne & repaire all such building[es] as should be built or erected vpon the said gardens or ground during the said terme as by the said originall lease may appeare And therevpon this def [endan] did write his L[ett]re to the said Compl[ainan]t significing the same vnto him & therein required him to come & bring or send 50li or 60li by a day therein menc[i]oned for & toward[es] the reedifieing of a howse in regard of his the said Compl[ainan]t[es] p[ar]te of the said ground w[hi]ch this def [endan]t had so demised vnto him & his said wife by the said lease if he would adventure so much (he the said Compl[ainan]t having latly before ioyned with the said def [endan]tes & the rest then interessed in the said moitie of the said playhowse gardens & ground to Willi[a]m Ostler of a seaventh p[ar]te of the said moitie) But the said Com-

pl[ainan]t neither brought or sent any money toward[cs] the reedificing of the said Playhowse Nor did this def [endan]t ever receive any answer by or from him the said Complianian tof his this def [endan] tes said L[ett]re which when this def[endan]t p[er]ceived although the said Compl[ainan]t had broken the said Condic[i]on of the said lease by not paying the said legacic of five pound[es] & by not p[ro]curing of the said acquittaunce or dischardge from the said p[ar]son or Curatt & Churchwardens of Mortlack aforesaid yet he this def[endan]t demaunded the two next quart[e]rs rent[es] reserved vpon the said lease on the severall tenth dayes after the said two next ffeast[es] of paym[en]t & there Continuing his said demaund[es] vntill the sunne was sett on cith[e]r of the said dayes But neith[e]r the said Compl[ainan]t nor any for him paid or came to pay eith[c]r of the said quart[e]rs rent[es] on cith[c]r of the said dayes And therevpon this def[endan]t did enter into the said p[ar]te so demised as aforesaid for the said Condic[i]on broken & because he found that the reedificing of the said playhowse would be a verie greate charge & doubted what benefitt would arise thereby & for that the said originall Lease had then but a fewe yeeres to come he this def[endan]t did geve away his said terme of yeeres & interest of & in the one Moitie of the said p[ar]te of the said Moitic of the said garden plott[es] & ground to the said oth[e]r def[endan]t Henry Condell gratis The reedificing of w[hi]ch p[ar]te hath sithence Cost the said def[endan]tes about the som[m]e of Cxxli, and yet one other sixth p[ar]te of the said moitie of the said playhowse galleryes gardens & ground before the said playhowse was burned & Consumed with fier was absolutely sould for lesse money then the half of the said charges of the said def[endan]tes in the newe building thereof when there were more yeeres to come therein then there were at the time of the said burning therof & yet the said Compl[ainan]t was in Law[e] chardgeable w[i]th the reedificing of the said p[ar]te of the said moitie by the said lease, And this def[endan]t further saith that sithence the said release & lease made as is aforesaid he hath also from time to time divers & manie times in Charitie & to relieve the said Compl[ainan]t his said wife & her children deliu[er]ed sometimes vnto the said Compl[ainan]t himself,

ternal changes in the company, and other factors caused income from theatrical activities to vary from season to season. The Elizabethan theater was anything but stable. Most estimates have erred on the side of generosity toward Shakespeare. While the Blackfriars and the Globe were active, so Lee holds (Life, 1915, p. 308 note), Shakespeare received £150 from the former and £150 from the latter. It is well known, however, that the Blackfriars, while not so large, was considerably more profitable than the Globe. Lee holds that the annual earnings of the Globe were some £3,000 (about \$120,000) a year, with incurred expenses of £1,500 and a net profit of £1,500 to be divided among five original sharers. He considered that the profits of the Blackfriars were half as great. Lee also suggests £180 (about \$7,200) as an actor's salary, £15 (about \$600) for Court performances, £2 to £3 (\$80 to \$120) allowance for being a groom of the chamber—each of course per annum. He further estimates that Shakespeare received funds from apprentices whom he accepted, £40 (\$1,600) for writing plays, and £20 (\$800) for "benefits" to others. His conclusion is that the dramatist earned in excess of £700 (\$28,000) a year. A study of the division of shares of the Globe and of the Blackfriarseven from the documents given abovedoes not support Lee's estimates. From these documents, it would seem that Shakespeare's income was perhaps somewhat less than one-third or two-fifths of that sum. Chambers (William Shakespeare, II, 69) arrives at a conclusion also: had Shakespeare been in 1635 "a housekeeper both at the Globe and the Blackfriars, his total profits would have been about £205, hardly more than two-thirds of what Lee gives him. But in fact nearly twenty years had elapsed in 1635 since his death." T. W. Baldwin (The Organization and Personnel of the Shakespearean Company, pp. 162, 332) is probably more correct in his estimates. He concludes that an actor-sharer's net profit was about £90 (\$3,600) a year at the Blackfriars and about £25 (\$1,000) at the Globe. Alwin sometimes to his said wife & sometimes to oth[e]rs for them divers oth[e]r som[m]es of money amounting to a further greate some of money vntill about the said time of the burning of the said playhowse & the said Compl[ainan]t divers yeeres before the said Anne dyed did suffer her to make shift for herself to live & at her death this def[endan]t out of charitie was at the charges of the buryeing of her. / Without that that the said Nicholas Brend made a demise or lease of the said sixth p[ar]te of the said moitie to the said Augustine Phillipps or of any p[ar]te oth[e] wise then as is aforesaid or that the said Anne to this def [endan]tes knowledge did or could graunte or assigne the said supposed originall lease to the said Compl[ainan]t or that the said Augustine Phillipps died possessed of a sixth p[ar]te onely of the said playhowse gardens & ground[es] as in the said bill of Compl[ain]t is p[re]tended / And the said other def[endan]t Henry Condell for himself saith that the said other def [endan]t John Heming[es] a litle before the reedifieing of the said newe playhowse did freely geve & assure vnto him one moitie of the said p[ar]te of the said garden plott[es] & ground[es] but denyeth that he or to his knowledge the said oth[e]r def[endan]t John Heming[es] hath the said assignement or graunt so supposed to be made by the said Anne to the said Compl[ainan]t or that he this def[endan]t hath the said Last will & testam[en]t of the said Augustine Phillipps or the said dede whereby the said Augustine had onely a sixth p[ar]te of the said moitie of the said playhowse galleryes gardens & ground during the said terme of yeeres or the said originall lease made by the said Brend but he thincketh that the said oth [e]r def [endan]t hath the same will dede & originall lease. And both the said def [endan]tes Do say & confesse that a litle space before the reedifieing of the said playhowse they the said def [endan]tes did enter into the said moitie of the said p[ar]te of the said moity of the said Garden plotts and grounds which was of the said Augustine Phillipps and doe yet keepe the same and from and after the reedifying of the said playhowse did and yet doe receive and take the rents and proffitts thereof and doe keepe the same from the said Compl[ainan]t as well & Lawfull it was & is for them as they hope to doe, Without that that the said def [endan]tes haue made or contrived to themselues or to any oth[e]r p[er]son or p[er]sons any estate or estates of the said p[ar]te other then is aboue menc[i]oned & one Eight p[ar]te of the said moitie of the said playhowse galleryes gardens & ground[es] graunted by the said def[endan]tes & oth[e]r their p[ar]tners in the said moitie to Nathan ffield & one oth[e]r estate made to John Atkins gent in trust for the s[ai]d def [endan] John Heming[es] of two litle p[ar]cells of the said ground by the said def [endan]t John Heming[es] & the rest of the p[ar]tners in the said Playhowse & p[re]miss[es] vpon p[ar]te whereof the said John Heming[es] hath built a howse And without that that the said def [endan] tes haue made or contrived to themselues or to any oth[e]r p[er]son or p[er]sons any secrett subtill or fraudulent estates of purpose to defraud or defeate the said Compl[ainan]t or oth[c] wise as in & by the said bill of Compl[ain]t is very falsely & slaunderously suggested And w[i] thout that that any other matter or thing in the said bill of Compl[ain]t conteyned materiall or effectuall for the said def [endan] tes or eith[e] of them to answer vnto & herein & hereby not sufficiently answered vnto confessed & avoided denyed or traversed to these def[en]d[an] tes knowledges is true All w[hi] th matters the said def [endan] tes & eith[e] of them are ready to averre & prove as this Court shall award & do pray to be dismissed forth of the same w[i] th eith[e] of their reasonable cost[es] & charges in this behalf most wrongfully susteyned /

Scb: Kele:

[DOCUMENT 244]

[ANSWER OF CUTHBERT BURBAGE AND OTHERS MENTIONING SHAKESPEARE'S INTERESTS IN THE GLOBE AND BLACKFRIARS THEATERS, 1635]

Wee your humble suppliantes, Cutbert Burbage and Winifrid his brothers wise, and William his sonne, doe tender to your honorable consideration for what respectes and good reasons wee ought not in all charity to bee disabled of our livelyhoodes by men soe soone shott up, since it hath beene the custome that they should come to it by farre more antiquity and desert then these can justly attribute to themselves. And first, humbly shewing to your honor the infinite charges, the manifold law-suites, the leases expiration, by the restraintes in sicknes times, and other accidentes, that did cutt from them the best part of the gaines that your honor is informed they have receaved. The father of us, Cutbert and Richard Burbage, was the first builder of playhowses, and was himselfe in his younger yeeres a player. The Theater hee built with many hundred poundes taken up at interest. The players that lived in those first times had onely the profitts arising from the dores, but now the players receave all the commings in at the dores to themselves and halfe the galleries from the houskepers. Hee built this house upon leased ground, by which meanes the landlord and hee had a great suite in law, and, by his death, the like troubles fell on us, his sonnes; wee then bethought us of altering from thence, and at like expence built the Globe, with more summes of money taken up at interest, which lay heavy on us many yeeres; and to ourselves wee joyned those deserveing men, Shakspere, Hemings, Condall, Philips and others, partners in the profittes of that they call the House, but makeing the leases for twenty-one yeeres hath beene the destruction of ourselves and others, for they dyeing at the expiration of three or four yeeres of their lease, the subsequent yeeres became dissolved to strangers, as by marrying with their widdowes and the like by their children. Thus, Right Honorable, as concerning

Thaler ("Shakespeare's Income," Studies in Philology, XV [1918], 82-96) would cut Lee's estimate in half.

Virtually all recent estimates of Shakespeare's income are based on the known financial carnings of the King's Men from May 26, 1634, to May 18, 1635. Those are approximately as given by Baldwin. However, William Shakespeare was active in the theater nearly a generation earlier. What the relative values of money were, no evidence makes definite. Witter in his suit (see C, above) asserted that he received £30to £40 from a one-seventh share in the Globe before the fire of 1613. Very likely in this suit at law, he was generous in his estimate. This £30 to £40 is somewhat consistent with £25 derived from a one-eighth share of the Globe in 1635. The Keysar suit declared that the Burbages and their partners had gained £1,500 at the Blackfriars from August 1609 to February 1610. This no doubt was not an accurate statement, and in the court procedure it was denied. Baldwin (op. cit., p. 347) estimates the income for the Blackfriars, in the year 1635, at from £2,000 to £2,200. This is one of the more conservative estimates; yet it appears generous. John Ward's comment (Diary, edited by Charles Severn, 1839, pp. 183-84) that the dramatist "supplied the stage with 2 plays every year, and for that had an allowance so large, that he spent att the rate of 10001 a year" cannot, in the light of any documentary evidence, be taken too seriously. William Shakespeare's annual income was not £1,000 a year, nor was it £700, as Sir Sidney Lee estimated. The devises in Shakespeare's will in 1616 show that he had come to be fairly wellto-do as Stratford wealth might be reckoned; but a few others of his "fellowes" in the theater were a good deal better off

Nor, in the light of documentary evidence, can the capital value of Shake-speare's "shares" at the time he owned them be definitely determined. Thomasina Ostler in the 1615 plea⁴ estimated her terms in the Blackfriars and Globe shares at £300 each. The term was some

⁴ See Document 242.

fifteen years in each instance. Now the Blackfriars was considerably more productive than the Globe; accordingly, her estimates were not necessarily accurate. In 1633 a one-third share in the Blackfriars brought £20; in the same year a share each in the Blackfriars and the Globe brought £156; and in 1634 one share in the Blackfriars and two in the Globe brought £350. Again these are values of a generation after Shakespeare's day. Lack of specific documentary evidence precludes more definite evalution.

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EDMUND K. CHAMBERS, The Elizabethan Stage, 1923, Vols. I, II (authoritative on stage history); William Shakespeare, 1930, the Globe, where wee ourselves are but lessees. Now for the Blackfriers, that is our inheritance; our father purchased it at extreame rates, and made it into a playhouse with great charge and troble; which after was leased out to one Evans that first sett up the boyes commonly called the Queenes Majesties Children of the Chappell. In processe of time, the boyes growing up to bee men, which were Underwood, Field, Ostler, and were taken to strengthen the Kings service; and the more to strengthen the service, the boyes dayly wearing out, it was considered that house would bee as fitt for ourselves, and soe purchased the lease remaining from Evans with our money, and placed men players, which were Hemings, Condall, Shakspeare, &c. And Richard Burbage, who for thirty-five yeeres paines, cost and labour, made meanes to leave his wife and children some estate, and out of whose estate soe many of other players and their families have beene mayntained, these new men, that were never bred from children in the Kings service, would take away with oathes and menaces that wee shall bee forced and that they will not thanke us for it; soe that it seemes they would not pay us for what they would have or wee can spare, which, more to satisfie your honor then their threatning pride, wee are for ourselves willing to part with a part betweene us, they paying according as ever hath beene the custome and the number of yeeres the lease is made for. Then, to shew your Honor against these sayinges, that wee eat the fruit of their labours, wee referre it to your Honors judgement to consider their profittes, which wee may safely maintaine, for it appeareth by their owne accomptes for one whole yeere last past, beginning from Whitson Munday, 1634, to Whitson Munday, 1635, each of these complainantes gained severally, as hee was a player and noe howskeeper, 180 li. Besides Mr. Swanston hath receaved from the Blackfriers this yeere, as hee is there a houskeeper, above 30 li., all which beeing accompted together may very well keepe him from starveing. Wherfore your honors most humble suppliantes intreates they may not further bee trampled upon then their estates can beare, seeing how deerly it hath beene purchased by the infinite cost and paynes of the family of the Burbages, and the great desert of Richard Burbage for his quality of playing, that his wife should not sterve in hir old age; submitting ourselves to part with one part to them for valuable consideration and let them seeke further satisfaccion elsewhere, that is, of the heires or assignes of Mr. Hemings and Mr. Condall, who had theirs of the Blackfriers of us for nothing; it is onely wee that suffer continually. Therfore, humbly relyeing upon your Honorable charity in discussing their clamor against us, wee shall, as wee are in duty bound, still pray for the dayly increase of your honors health and happines.

Vol. I, chap. iii, and Vol. II, pp. 52-71 (excerpts from Wallace and excellent notes. Appendix VIII is on "Shakespeare and His Fellows")

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XCVIII

THE MARRIAGE AND EXCOMMUNICATION OF THOMAS QUINEY AND JUDITH SHAKESPEARE-QUINEY, 1616

HE Parish Register in the Stratford Parish Church contrains the entry for the marriage of Thomas Quiney and Judith Shakespeare here given as Document 245. For details of English marriage customs, see the discussion of William Shakespeare's marriage in chapter xxy, Volume I.

1618, a second son was christened: "[1618] Feb. 9 Richard fillius Thomas Quinee." He died just after reaching his majority—in his twenty-second year. The burial entry reads: "[1639] Feb. 26 Richardus filius Tho: Quiney." No doubt these boys were named for their respective grandfathers, William Shakespeare and Richard Quiney. A third son

[DOCUMENT 245]

[STRATFORD PARISH REGISTER ENTRY OF THE MARRIAGE OF THOMAS QUINEY AND JUDITH SHAKESPEARE, 1616]

[1616] Feabruary 10 Tho. Queeny tow Judith Shakespeare

Of Thomas Quiney and Judith Shakespeare relatively little is known. The following facts concerning the two are from old Parish Registers, deeds, leases, Stratford Corporation records, and diaries.

Judith Shakespeare. — Judith, the younger daughter of William Shakespeare and twin of Hamnet, was baptized in 1585 as shown in chapter xxvii, Volume I. Hamnet had died in 1596 (see chapter xxxvi). On February 10, 1616, only two months before her father's death, she married, without a license, during Lent (a prohibited season), Thomas Quiney, who was four years her junior. She was excommunicated about March 12, 1616.

Judith Shakespeare was unfortunate in the early death of each of her three children, Shakespeare, Richard, Thomas. The Stratford Parish Church register contains the entries of their baptisms and their burials. "[1616] Nov. 23 Shakspere fillius Thomas Quyny gent." This first son lived but six months: the burial entry reads, "[1617] May 8 Shakspere fillius Tho. Quyny, gent." On February 9,

was christened on January 23, 1620. The entry in the register reads: "[1620] Jan 23 Thomas filius to Thomas Queeney." This son, too, died before reaching his majority, in his twentieth year. He was buried on January 28, 1639, just twentynine days before his older brother Richard. The register entry for Thomas' interment reads: "[1639] Jan 28 Thomas filius Thomae Quiney."

Judith was acquainted with the Quineys before her marriage. On December 4, 1611, she acted as a witness to a deed of sale for Mrs. Elizabeth Quiney, widow of Richard Quiney, and her oldest son Adrian, who sold a Stratford house for £131 to William Mountford, wheelwright, the scrivener writing her name "Judith Shakespeare" and the customary "signu[m]" accompanying her mark. She cannot have been the "Mrs. Quynye" in the list of subscribers, September 11, 1611, in support of the bill relating to the repair of the highways about Stratford,

¹ The document is in the Birthplace Museum (see F. C. Wellstood's Catalogue of the Books, Manuscripts, . . . Exhibited in Shakespeare's Birthplace, 1926, No. 60). A facsimile of this mark is in Halliwell-Phillipps' Outlines (I, 169).

for she was not Mrs. Quiney until her marriage in 1616.

To what extent Judith profited by her father's bequest in his will is not known. He had bequeathed her £ 100 as a marriage portion and £50 more on condition that she relinquish to her sister Susanna all claim to a share in the Getley copyhold.2 In addition he bequeathed her £150 conditionally. From this sum she or her heirs was to receive the interest if she or any of her heirs were alive at the end of three years. The money was not to pass to her and her husband unless Thomas set aside for the use of her and her heirs property equal in value to her "porcion." It is fairly obvious that Thomas never met this condition. In a codicil dated April 4, 1647, to his will of 1642, Thomas Nash, husband of Elizabeth Hall, only daughter of Susanna Shakespeare and John Hall, bequeathed Judith and her husband "twenty shillings each to buy them rings." She was buried on February 9, 1662, somewhere in the Stratford Parish Church churchyard. She had lived to a ripe age. The married life of Judith Shakespeare and Thomas Quiney, which began none too auspiciously, resulted rather tragically; all their children died young, Thomas had financial and legal difficulties, he failed in business, and at length he deserted Judith.

Thomas Quiney.—Thomas Quiney—he himself spelled his name "Quyneye" —was baptized in 1589; the Parish Register has for that year, "Feb-

² Judith apparently accepted the £50 in lieu of her claim, because John and Susanna Hall were in possession of the copyhold in 1617 (see Document 170, page 352).

page 352).

See Edgar L Fripp's Master Richard Quyny (1924) for a full treatment of the Quiney family. The name is variously spelled: Quyny, Quyne, Quyne, Quoney, Quiney, Quine, Quinie, Queeny, Queeney, Queeny, Queeny, Queeny, Queeny, Queny, Quiney, Quiney, The Corporation records usually spell it "Quyny."

ruary 26 Thomas sonne to Richard Queeny." He was of a good family of tradesmen, who, apparently, had seen better days. Local records have "gent" for them, but not after Thomas' day.

Thomas was the second son of Richard Quiney, a Stratford draper and High Bailiff in 1592-93 and 1601-2, who once wrote a letter to William Shakespeare requesting a loan of £30. Richard was a personal friend of the dramatist and died in 1602 while High Bailiff. Thomas had more than the common education of the day, as is evidenced by the penmanship and by the French quotation added to his account as chamberlain.

In 1611 he leased from the corporation a house near the top of High Street, on the west side, a few doors from Wood Street. Soon after his marriage, on February 10, 1616, Thomas changed houses for his vintner's business' with his own brother-in-law William Chandler. By so doing he removed his tavern to the upper half of the Cage which was at the corner of High Street and Bridge Street. This building, much modernized, is still to be seen today with much of its heavy oak timbering on the inside still in situ. It was at the Cage that Judith lived during virtually her entire married life.

In 1617 Thomas Quiney appears to have been elected a burgess. During 1621-23 he was for two terms one of the chamberlains of the borough. The minutes of the Corporation for January 9, 1624, show that he was acting chamberlain and that he presented his "Accompt." The document in his own handwriting, extant today in the archives of the Corporation, shows that he was, despite all his flourishes, an excellent penman. It is unique in that he appended a French motto in terms of a garbled quotation from the medieval romance of Saint Galais which reads,

"Bien heureux est celui qui pour devenir sage Qui pour le mal d'autrui fait son apprentissage"

of which the actual original reads,

See Tobias Venner's Via Recta ad Vitam Longam (editions in 1620, 1622, 1628, 1637, 1638) for re-liable information of the day on wines and on the practices of the vintner.

"Heureux celui qui pour devenir sage, Du mai d'autrui fait son apprentis-

If translated it intends to assert, "Happy is he who, to become wise, serves his apprenticeship from other men's troubles." Thomas Quiney's version is rather ungrammatical. His variant, in his spirit as a vintner, may have been intentional. However, its garbled version is not of itself convincing evidence that he was excellently well acquainted with French as some Shakespearean critics have so enthusiastically declared.5

rather than from local sources is not wholly clear. Charles I. Elton (William Shakespeare, His Family and His Friends, 1904) presents a good deal of semigossipy material concerning Thomas for which evidence in support is not definitely extant. There is, however, some other evidence that appears not to be entirely complimentary. By 1633, however, he seems definitely to have failed in his business for, in that year, his lease of the Cage was taken over by Richard Watts, Thomas Nash, and John Hall who, by so doing, acted as

[DOCUMENT 246]

CONSISTORY COURT ENTRY OF THE EXCOMMUNICATION OF THOMAS AND JUDITH QUINEY, 1616]

Stratford

vijs et modis c[o]n[tra] Thoma[m] Quynie et eius vx[orem] exc[ommunica]t[i]o em[ana]t[ur] (?)

offic[ium] d[o]m[in]i |Quod nup[ti] fu[e]r[unt] abs-[[que] l[ice]n[ci]a vir(?) cit[atus] p[er] Nixon no[n] comp[aruit] in c[on]sis[torio] [?:12, et] no[n] comp[aruit] vxor(?)

For the most part Thomas Quiney's further activities appear to have been directly connected with his business as a vintner and with his family. By 1630, he appears to be having trouble. Halliwell-Phillipps (Outlines, Vol. II, note 145), from the borough records, cites "a note of what mony hath bine recovered since the 21 of September, 1630, for the poore for swearing and other defaults." Under this caption is listed: "item, of Mr. Quiny for swearing, 1s. od.; item, of Mr. Quiny for suffering townsmen to tippell in his house [the Cage], 1s. od."

From 1616 to 1650 Quiney supplied wine at various times to the Corporation and throughout 1630-31 he was in trouble because of the poor and adulterated wine he was vending. The actual situation does not have sufficient documentary evidence to clarify it, and the evidence about his supposedly illegal purchasing his wines from Bristol

trustees for Judith and her two sons. In 1639, came the loss of his two sons. In November, 1652, the lease of the Cage was assigned to his older brother Rich-

In 1652 Thomas deserted Judith and went to London to his brother Richard, a successful grocer in Bucklersbury. Richard died in 1656, bequeathing an annuity of £12 and £5 for burial to Thomas. Thomas seems never to have returned to Stratford. After 1655 there are no further records extant relative to Thomas Quiney.

The Quiney family is somewhat difficult to trace in its ancestral lines. The genealogy presented in chapter xl (Volume I, p. 226) appears to be approximately correct.

The records of the Consistory Court of Worcester on a date before May 11, 1616, have the entry of excommunication of Thomas and Judith Quiney here given as Document 246.

J. O. Halliwell-Phillipps, Outlines, I, 257.

The original Latin entry is in the Visitation Book at Worcester. A fair facsimile is in J. W. Gray's Shakespeare's Marriage (1905, p. 67). The date next before this entry is February 9, 1616, and the date following it is May 11, 1616. The two had been married at Stratford on February 10, 1616. Notices to appear before the court must have been sent them between February 10 and the time of the official excommunication. Since each party to the marriage was of legal age-Thomas was twenty-seven and Judith thirty-one-and since they were not related within the prohibited Levitical degrees (see Leviticus 18:18), their infraction must have been that they were married without a license during the Lenten prohibited season. That there was nothing very extraordinary in this official act of excommunication is suggested by the fact that the Visitation Book has many other cases of similar excommunication.

This very hastily written entry is not easy to decipher. J. W. Gray (op. cit., p. 248) offers a transcript to which E. K. Chambers (William Shakespeare, II, 8), aided by W. W. Greg and H. H. E. Caster, takes exception. Gray's transcript with translation is:

Stratford.

vijs Officialis domini conet modus tra Thomam Quynie et ejus uxorem.

Excommunicatio emititur (?)

Stratford.

vijs and the licencefee (?) The lord's official against Thomas Quynie and his wife.

The excommunication is published (?).

As early as the time of King Æthelred (978-1016) a prohibited season for ordeals, oaths, and marriages was provided by both civil and ecclesiastical law. B. Thorpe's Ancient Laws and Institutes of England (1840, p. 137) cites the fol-

lowing from the Laws of King Æthel-red:

25. And ordeals, and oaths, and marriages, are always forbidden on high festival days and on the regular ember-days; and from Adventum Domini till the octaves of the Epiphany; and from Septuagesima till xv. days after Easter. And at those holy tides, let there be, as it is right, to all Christian men, general peace and concord, and let every strife be appeased: and if any one owe another "borh" or "bot" on account of secular matters, let him willingly fulfil it to him, before or after.

The Worcester entry, according to Gray, states that the act was official against Thomas Quiney and his wife and the excommunication was published. The explanation is: (1) they were married without license; (2) Nixon [?] twice cited them before the Consistory Court; (3) they did not appear; (4) on the 12th (of?) they did not appear. This translation has the virtue, at least, of giving sense. Its accuracy is not above question.

According to Chambers, whose transcript is virtually the same as the present editor's as given above in Document

Quod nupti fuerunt absque licencia bis citati per Nixon non comparuerunt in Consistorio (?) 12 non comparuerunt excommunicati.

Because they were married without license. Twice cited by Nixon they did not appear in the Consistory (?) [On the] 12th they did not appear: they were excommunicated.

246, there is a question whether or not "12" appears in the last line. Certainly such Arabic numerals are very seldom found in such entries—12 would have been written "xij." There does not seem to be the "et" at this point as given by

Chambers. It is a question, too, as to whether the word is "vir" ("man," "person,") or "bis" (twice). Obviously the "vij' et modis" is a conventional formula of citation to court. A translation other than that of Gray might be: "Because they were married without license. The man cited by Nixon did not appear in the Consistory. Did not appear the wife." Whatever the Latin text, three items are clear: (a) they were married without a license; (b) they were cited to the Consistory Court; (c) they did not appear.

January 13 to 28 was a short interval between two prohibited seasons; and no necessity for haste in their marriage is known. In all likelihood the marriage may have been hastened by the oncoming and final illness of William Shakespeare, who, because Judith was thirtyone, may then actually have desired her to marry in order that he might settle certain testamentary considerations. In his will, the first page of which was probably rewritten for Judith's benefit, he makes rather generous provision for her as a younger daughter. That the date of his will was changed, three weeks before his own death, from January 25 to March 25, is well established (see chapter xcvi, above).

The Law of King Æthelstan (925-940) definitely provided for punishment akin to denial of virtually every right to anyone who failed to attend the Anglo-Saxon "gemot." Excommunication for not attending an Ecclesiastical Court when summoned had its prototype and analogue in the early civil law. From B. Thorpe's Ancient Laws and Institutes of England (p. 89) is quoted Law 20 of King Æthelstan:

OF HIM WHO FAILS TO ATTEND THE "GEMÕT."

20. If any one [when summoned] fail to attend the "gemot" thrice: let him pay the king's "oferhyrnes," and let it be announced seven days before the "gemot" is to be. But if he will not do right, nor pay the "oferhyrnes"; then let all the chief men belonging to the "burh" ride to him, and take all that he has, and put him in "borh."

This is the old Anglo-Saxon law that imposed penalty for not attending a

meeting when officially summoned. Its principle was applied to virtually every sort of official meeting. Thus it is that a member of the Board of Aldermen of a Corporation of a town, when he did not attend its meetings, was fined for such nonattendance; John Shakespeare was so fined and for continued nonattendance he was dropped as a member. Fines of all sorts and sums, throughout the Middle Ages and far into the Renaissance, were imposed for all sorts of reasons. Anyone familiar with the thousands of views of frank pledges of the Medieval-Renaissance period knows the frequency with which fines were imposed. Since actual money was scarce, any fine, however small, was a matter of consequence. In the matter of ecclesiastical excommunication for nonattendance at a Consistory Court when summoned, the Church had AngloSaxon civil precedent. To be outlawed in Anglo-Saxon times was a serious matter: it was like having no overlord during the Middle Ages. Excommunication from the Church, likewise, was tantamount to being outlawed. Such excommunication, however, came to have less and less import: the many cases in the Diocesan Registers of the early seventeenth century suggest that gradually it had come to be a mere form.

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XCIX

THE BURIAL OF WILLIAM HART, HUSBAND OF JOAN SHAKESPEARE, 1616

JOAN Shakespeare, died in 1616 and was buried just Shakespeare, his brother-in-law. Thus Joan Shakespeare, within less than a fortnight, lost a husband and a brother. At his death Hart and his family were occupying the Birthplace property in Henley Street. Joan continued to reside there until her death in 1646, some thirty years later. She was buried November 4, 1646. It is from this William Hart and Joan Shakespeare that the present descendants of the Shakespeare family derive. Some of the descendants are in England, some in New Zealand, and some in the United States. There are no blood descendants of the dramatist.

The Stratford Parish Register has the entry here given as Document 247.

A Royal Warrant, dated May 17, 1636, included a William Hart as an actor; this William Hart, son of William Hart and Joan Shakespeare-Hart, was born

August 28, 1600, and died March 29, 1639. The Stratford Parish Register entry recording his burial is very brief: "[1639] Mar 29 Willielmus Hart."

(1700-1778) m. Sarah Mumford (d. 1750); (5) Thomas Hart (1729-1793) m. Alice Ricketts (1732-1792); (6) John Hart (1755-1800) m. Mary Richardson

[DOCUMENT 247]

[STRATFORD PARISH REGISTER ENTRY OF THE BURIAL OF WILLIAM HART, 1616]

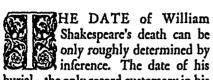
[1616]

Aprill 17 Will Hartt hatter

 (d. 1794); (7) William Shakespeare Hart (1778–1834) m. Hannah Potter (1781–1848); (8) Ellen Hart (d. 1857) m. John Ashley (1823–1878); (9) George Ashley (1851–1937) m. Sarah Jane Neat (1855–1937) [this family migrated to the United States from Tewkesbury, England, in 1874]; (10) Ellen Tabitha Ashley of Salt Lake City, Utah, married Robert Lewis Robinson, to which union two children have been born—Ashley and Veldron.

C

THE BURIAL OF WILLIAM SHAKESPEARE, 1616



burial—the only record customary in his day—is on record. Among "Burials" in the Stratford Parish Register for the year 1616 occurs the entry which is here provided as Document 248. A facsimile of the full page is reproduced as frontispiece to this volume.

Hall was buried the day following his death. In the case of William Shakespeare, so far as the actual date of his death is concerned, there is the further evidence on his monument, erected sometime before 1623: "OBIT AÑO DOI 1616 ÆTATIS 53 DIE 23 APT." The date April 23 for his death should, then, be reasonably correct.

Shakespeare owned a "moietie" of the Stratford Tithes; doing so, by custom,

[DOCUMENT 248]

[STRATFORD PARISH REGISTER ENTRY OF THE BURIAL OF WILLIAM SHAKESPEARE, APRIL 25, 1616]

[1616]

Aprill 25 will Shakspere gent

It is to be noted that the entry very definitely accords Shakespeare social rating. "Gent," "Mr," "Knt," were the social ratings ordinarily used in Parish Registers; virtually never was there any reference to such matters as literary or dramatic prowess.

The date of the dramatist's death, conventionally, has been fixed as April 23, the supposed anniversary of his actual natal day, similarly inferred from the record of his baptism on April 26, 1564. April 23 is St. George's day—that of the Patron Saint of England. The Rev. Joseph Greene, in his manuscript (Folger MS 448; Halliwell-Phillipps' Calendar of Shakespearean Rarities, No. 289), 1669-70, inserted in the margin, to the lest of his entry for the burial of the poet, "Dyd 23d." But how soon after death did burial customarily take place at that time? Lady Barnard, who died on February 12, 1670, was not actually buried until five days later, on February 17. Thomas Nash, who died April 4, 1647, was buried the next day on April 5. John

carried with it the honor of being buried in the Church. William Shakespeare was buried inside the chancel rail before the High Altar, a little to the left. Within this area, Anne Hathaway-Shakespeare, Thomas Nash, John Hall, and Susanna Hall were also subsequently buried. For attendance at the funeral there remained his wife Anne Hathaway; his daughters, Susanna and Judith, and their husbands, John Hall and Thomas Quiney; Elizabeth Hall, his one grandchild; his sister Joan (in mourning for her husband, William Hart, whom she had buried eight days previously), with her three sons, who were eight, eleven, and sixteen. There were friends and neighbors: Sadlers, Shaws, Walkers, Quineys, Nashes, Combes, Reynoldses, Hathaways, Smiths, and others. His dramatic company, the King's Men, could not well have overlooked the occasion; for Richard Burbage, Ben Jonson, and Michael Drayton—tradition has it that they had had a drinking spree with Shakespeare not many days before the

dramatist's death—were his intimate literary admirers. And the College of Heralds, as was customary, doubtless had representatives present who would do honor to a fellow gentleman and who would display the deceased's coat of arms. Not infrequently the representatives of the College of Heralds assumed charge of a funeral.

A travesty and sacrilege is the content of a manuscript in the Bodleian at Oxford known as MS Douce 8, a single paper folio, approximately 6¾ by 5 inches, written on the recto and verso (top). The manuscript is a forged deathbed letter of bequest and confession of faith of William Shakespeare—doubtless by the notorious fabricator, William Henry Ireland.¹ The deathbed letter here given is a literal translation of the original, printed, so far as the present editor is aware, for the first time.

[As] I nowe fynde mye ho[u]rse of sycknesse faste comynge onn I doe orderre thatte thys atte mye Dethe thys lyttell booke of Prayerre bee givenne toe mye Wife ande atte herre Dethe thatte she leave itte toe mye Daughterre thatte soe itte maye keepe inne oure house ande as itte hathe

comfortedde me inne mye laste houres soe grante itte maye you allsoe afterre mee O Lorde Godd Iffe anye manne hathe Desyredde mee ille I herebye forgyve itte hymme Iffe anye synnes o myne calle for thye trewe Judgemente I muste onlye hope as thou arte juste [a]nde goode I weeke ande frayle thatte thou wilte [Pit]tye ande

The entire letter is written in an almost grotesque imitation of a palsied hand and has the earmarks of an Ireland forgery: (1) Elizabethan (7) spelling that never was on land or on sea—for example, a final e affixed wherever young Ireland could find a place for it, and doubled consonants at almost every point where a consonant appeared; (2) phrasing that in tone and idiom is in no wise Elizabethan but rather eighteenth-century sentimentalism. The whole is characterized by an expression of piety in an idiom which was never that of the rules, ceremonies, and ordinances of the faithful in the Mother Church.

forrgive mee O Lord iff thou wouds[te] [tr]ye mee more grounte thatte mye paynes [m]aye bee doubledde fo[r]re thenne I wille beare [w]ythoute murmurre thy Juste Vennegeance reade [Oere] inne thys mye booke of Commforte thye Sonne [Jesu]s hys sufferynge thenne smyle ande bee [co]ntente Nowe lette me begge a lyttelle [Sl]eepe The belle thatte sowne wille tolle mee [to]e earthe hathe juste beate twoe O Lord these [how]res are sadd alle asleepe butte mee farewelle thys worlde O I growe sycke agayne Mercye onne mye Soule [O] Godde nowe toe [mye] lyttell Booke ag[a]yne forre comforte

Stratforde on Avon 1616 [?] 20 Minutes after twoe the morn[ynge] William Shakspeare

The immediate cause of Shakespeare's death has been stated as almost everything from a fever, induced by a drunken spree ending in all-night exposure under a crab tree, to Bright's disease and acute alcoholism. The Rev. John Ward2 records the tradition of the drinking party thus: "Shakespear Drayton and Ben Jhonson had a merry meeting and it seems drank too hard for Shakespear died of a feavour there contracted." Dr. Percival Macleod Yearsley, in a recent issue of Lancet, the British medical weekly, declared that "William Shakespeare's death at 52 resulted from a complication of fever, typhus, typhoid paralysis, epilepsy, apoplexy, arteriosclerosis, excessive smoking, chronic alcoholism, gluttony, angina pectoris, Bright's disease, pulmonary congestion, locomotor ataxia." Another has defended Shake-

Ward came to Stratford in 1662 and lived there until his death in 1682. Like more than one other vicar, he was also a practicer of medicine. This Diary is replete with aphoristic comments upon medicine, morals, theology, and things in general. Seventeen of his commonplace books (there are sixteen in the Folger set of volumes, the pages of which average 31/2 by 51/4 inches), known today as his Diary, came in some manner into the possession of Dr. James Sims, who was conspicuous in his day in the medical world, was a graduate of Leyden in 1763, and died in 1820. His will bequeathed his entire library to the London Medical Society, this Diary among the materials. In 1839 Dr. Charles Severn, who was the Registrar of the Society, published an excerpt under the title of Diary of the Reré John Ward, Vicar of Stratford-upon-Aron, Extending from 1648 to 1679. The complete Diary at present in the Folger Shake-speare Library should be re-edited by some competent

speare's assumed failing on the ground that a large number of the world geniuses have likewise been heavy drinkers: Noah, Caesar, Plutarch, Dante, Cervantes, Napoleon, Voltaire, Louis XIV, Racine, Molière, Dumas, Goethe, Schiller, Heine, Kant, von Humboldt, Ibsen, Bjornson, Dryden, Pope, Southey, Coleridge, Dickens, Byron, Burns, Gibbons, John and Charles Wesley, Irving, Poe, Bayard Taylor, and others. Dr. J. F. Nisbet infers that the shakiness in Shakespeare's known signatures and the poet's failure in his will to remember the name of one of his nephews (see chapter xcvi, above) are "precursors of a fatal paralytic or apoplectic attack." John Hall's Observations on Select English Bodies (see chapter cx) makes no comment upon his father-in-law's last illness and death. However, the earliest date in Hall's manuscript is 1617, a year after the dramatist's death.

Four things may be observed about William Shakespeare's death at fiftytwo in April 1616: (1) The Shakespeare family, as individuals, were not longlived. (2) At fifty-two years he had lived considerably longer than did others of the Shakespeare group; indeed, for Shakespeares fifty-two was a fairly ripe age. (3) The writing of some thirtyseven plays, poems, and sonnets, to say nothing of the revising of other materials for his dramatic company, all within a period of some twenty years, involved a drain that would tend to shorten his normal span of life. (4) Some years before 1616 Shakespeare had retired from the theater. Medical science is agreed that a fever cannot be induced by mere overindulgence in alcoholic beverages. Except possibly once, Shakespeare does not mention smoking in his plays, whereas with drinking he shows intimate familiarity. No doubt, his age being an imbibing one, he was in no sense a teetotaler. As to the immediate cause of his death, no documentary evidence gives the slightest hint.

It appears rather obvious that William Shakespeare planned his later life with a view to retirement to Stratford-upon-Avon and to New Place, his own home, which was his very first purchase in 1597.

Toward this as an objective he seems to have consciously directed all the activities of his private life. It was in and near Stratford-upon-Avon that he had made most of his further purchases of real estate and of tithes; it was at New Place that he had maintained his family during the very years he had been active in the theater in London; it was to his native Stratford-upon-Avon that he retired when he assumed the headship of the Shakespeare family upon the death of his mother in 1608; it was in Stratfordupon-Avon that he made his last will and testament with a view to establishing his own family in the male line of landed gentry; it was in the Stratford Parish Church that he was accorded his final resting place. All the legal documents, in their phrasing, identify him as of Stratford-upon-Avon. Never once is he identified as William Shakespeare of London. Like the proverbial Englishman, he had come home to his native village to find rest from toil and to be buried among his own.

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Pages from John Ward's Diary, 1661-1663, containing an entry about Shakespeare. Original in the Folger Shakespeare Library, Washington, D.C.

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CI

SHAKESPEARE'S EPITAPH IN THE STRATFORD PARISH CHURCH

HERE is no name on the gravestone of William Shakeopeare, the famous epitaph being the role inscription it bears. Since there are different versions of this epitaph, the more important ones are given here in chronological sequence.

A. William Dugdale's The Antiquities of Warnickshire (1656, p. 520) contains the earliest printed version of Shakespeare's epitaph. On page 520 is his well-known transcript of the Shakespeare Stratford bust. It is here reprinted from the Huntington (Bridgewater) copy. It will be noted that it is inaccurate if the present stone is either the original or an exact copy of the original. Dugdale prefaces his version by "Neare the wall where this monument is erected lyeth a plaine free stone, underneath web his body is buried, we this Epitaph." Neither the spelling nor the arrangement (note the indenting of the second line) are after the manner of the copy as it at present appears on the dramatist's grave.

"Good Freind for Iesus sake forbeare
To digg the dust inclosed here
Bless be the man that spares these stones
And curst be hee that moves my bones"

Halliwell-Phillipps (Outlines 1, 269) asserts: "The latter [gravestone] had, by the middle of the last century, sunk below the level of the floor, and, about ninety years ago, had become so much decayed as to suggest a vandalic order for its removal, and, in its stead, to place a new slab, one which marks certainly the locality of Shakespeare's grave. " The present epitaph is on a separate stone inserted in the slab. There is no evidence pro or con either that the present epitaph is the actual original or that a new one was especially prepared when a new slab was installed "about ninety years ago," as Halliwell-Phillipps asserted. The Rev. Joseph Greene's manuscript notes and letters relative to the restoration of the bust in 1748 says that no changes of any sort were made. Dugdale's version actually may be the original one; yet it differs, in minutiae, from Greene's version (see F, below).

B. Folger MS 267.1, a commonplace book, appears to have the earliest known manuscript version of Shakespeare's epitaph. This commonplace book is a paper quarto volume with many pages still left blank, the first 99 of them numbered and the others unnumbered. The name "Johanni Scudamore" is on the title page, and the entry on Shakespeare's epitapli was made by one Robert Dohyns. At several scattered places throughout the manuscript are the following individual dates: 1604, 1622, 1637, 1642, 1678, 1679, 1682, 1699, 1709, 1710, 1711 not in chronological order. On folio 72 is the following entry:

In 1673 I Robert Dobyns being at Stratford vpon Avon & visiting the Church there transcribed these two Epitaphs, the first is on William Shakespeares monument, the other is upon ye monument of a noted usurer [John Combe]

"Good freind for Jesus sake forbeare To dig the Dust that lyeth encloased here

Blessed is the man that Spareth these stones

Cursed be he yt moveth these bones."

This manuscript, once in the possession of B. Dobell, who printed it in *The Athenaeum*, January 19, 1901, is considered to have been written mainly between 1679 and 1685. In general content, this transcript is virtually identical with that printed by Dugdale in 1656. In phrasing, however, it is different: (1) Dugdale's seems to be a transcript direct, whereas this by Dobyns appears to have been set down from memory; (2) moreover, the phrasing and spelling indicate that the Dobyns version is later than that of Dugdale.

C. A Folger manuscript, the Dowdall Letter of April 10, 1693, contains a version of this epitaph. The Dowdall Letter material is a manuscript of twenty small pages. Halliwell-Phillipps once owned it, though the letter originally came from the family papers of Lord de Clifford. He presented it in facsimile in his 1853 Folio edition (1, 78). In 1838 T. Rodd printed the letter in Traditionary Anecdotes of Shakespeare. Halliwell-Phillipps reprinted an extract of it in his Life of William Shakespeare (1848, pp. 87-88) and in his Outlines (1882, II, 71-72), where he identifies the material as "Anecdotes respecting Shakespeare, from a little manuscript account of places in Warwickshire by a person named Dowdall written in the year 1693." The letter was written at Butler's Marston, Warwickshire, is signed "John at Stiles," and is endorsed "From Mr Dowdall." This particular Dowdall has not been identified with certainty; Folger Shakespeare Library, which has the manuscript, now considers him as Edward Dowdall. Lee (Life, 1915, pp. 25 and 641) calls him "John"; but this is scarcely warranted. The clerk referred to must have been the William Castle who was christened at Stratford on July 17, 1614, a date which would make him seventy-nine years old. Another William Castle was christened at Stratford on August 10, 1628, but he would have been but 65 years of age and not "aboue 80 yrs old." J. W. Gray (Shakespeare's Marriage, 1905, pp. 250-51) hints that the letter may be a J. Payne Collier forgery, but does not state his grounds for such belief. The letter, here transcribed by permission of the Folger Shakespeare Library from a complete photostatic copy for this work, is as fol-

The 1st Remarkable place in this County yt I visitted was Stratford super avon, where I saw the Effigies of our English tragedian, m^r Shakspeare, parte of his Epitaph I sent m^r Lowther, and Desired he wid Impart it to you, weh I finde by his Last Letter he has Done: but here I send you the whole Inscription.

Just und his Effigies in the wall of the Chancell is this written

Neare the Wall where his monument is Erected Lyeth a plaine free stone, vnderneath weh his bodie is Buried with this Epitaph, made by himselfe a little before his Death.

"Good friend, for Jesus sake forbeare
To digg the dust inclosed here
Bles't be the man that spares these stones
And Curs't be he that moves my bones!"

the clarke that shew'd me this Church is aboue 80 ym old; he says that this Shake-spear was formerly in this Towne bound apprentice to a butcher; but that he Run from his master to London, and there was Reed Into the playhouse as a serviture, and by this meanes had an oppertunity to be wt he afterwards prov'd. he was the best of his family but the male Line is extinguished; not one for feare of the Curse abouesd Dare Touch his Grave Stone, tho his wife and Daughters Did Earnestly Desire to be Layd in the same Graue with him.

The spelling and the phrasing of this version are approximately those of the Dugdale version of 1656. The letter is reminiscent of a good many bits of tradition or else a good many bits of reading: it reads like the Fulman-Davies MS (1688-1708), the Aubrey MS (1681), and the Dugdale version of the epitaph thrown in. It is all written in the spirit of compliment to William Shakespeare. Here, for the first time, is the note: ".... his wife and Daughters Did Earnestly Desire to be Layd in the same Graue wih him." None of the several characters mentioned in the letter have been identified with certainty; even the "Mr Dowdall" remains unknown.

D. Rawlinson MS D. 377, folio 90°, in the Bodleian (discovered in 1884), contains a 1694 version of the epitaph. It is the William Hall letter to Edward Thwaites. The letter is not dated; but, in the manuscript, it is bound just before a letter dated "Lichfield Jan 2d 95%." The present letter, at the lower left bottom, directs that any letter sent to William

Hall should be directed to him at the "White-hart" Inn in Lichfield. The date of 1694/5 should be not very far wrong. This William Hall was the son of a Gul[ielmus] Hall, an innkeeper of Lichfield, and took his B.A. from Queen's College, Oxford, in 1695. He was an ecclesiast who became rector of Acton, Middlesex, and then prebendary of St. Paul's in London. Edward ("Dear Neddy") Thwaites was also a Queen's College man, who achieved a reputation as an Anglo-Saxon scholar and became Regius Professor of Greek and then White's Professor of Moral Philosophy at Oxford. The Bodleian Tercentenary Catalogue (1923, p. 60) is in error in stating that nothing is known of these two men. Halliwell-Phillipps privately printed this letter in 1884, and Munro took notice of it in Modern Philology (XIII [1916], 539-40). Sir Edmund K. Chambers' re-edition of Munro's The Shakspere-Allusion Book (1932, I, xiv) prints a recent transcript of the manuscript letter. The present editor is grateful for the permission of the Bodleian to reproduce a facsimile of the document in this volume. The transcript here given is from the original manuscript in the Bodleian:

Dear Neddy,

I very greedily embraced this occasion of acquainting you with something which I found at Stratford upon Avon. That place I came unto on Thursday night, and yenext day went to visit ye ashes of the Great Shakespear which lye interr'd in that Church. The verses which in his life-time he ordered to be cut upon his tomb-stone (for his Monument have others) are these which follow:

Reader, for Jesus's Sake forbear To dig the dust enclosed here: Blessed be he that Spares these Stones, And cursed be he that moves my bones.

The little learning these verses contain would be a very strong argument of ye want of it in the Author; did not they carry something in them which stands in need of a comment. There is in this Church a place which they call the bonehouse, a repository for all bones they dig up; which are so many that they would load a great number of waggons. The Poet being willing to preserve his bones

unmoved, lays a curse upon him that moves them; and haveing to do with Clarks and Sextons, for ye most part a very [i]gnorant sort of people, he descends to ye meanest of their capacitys; and disrobes himself of that art, which none of his Co-temporaryes wore in greater perfection. Nor has the design mist of its effect; for lest they should not onely draw this curse upon themselves, but also entail it upon their posterity, they have laid him full seventeen foot deep, deep enough to secure him. And so much for Stratford....

Your friend and Servan: Wm. Hall.

Direct your letter for Wm. Hall Jun, at ye White-Hart in Lichfield.

It will be noted that the chief variation in Hall's version is that it begins with the address, "Reader, etc." whereas the other versions begin "Good freind, etc." Here, for the first time, is stated: "The verses which in his life-time he ordered to be cut upon his tomb-stone, etc." Here, too, is the statement that the dramatist wished his bones to remain unmoved and to that effect had laid a curse upon anyone who would move them. His epitaph, which reflected "little learning," was written in commonplace verse suitable to the meanest of the capacities of sextons and populace—he "disrobes himself of that art, which none of his Co-temporaryes wore in greater perfection." Moreover, "they have laid him full seventeen foot deep, deep enough to secure him." The bias of the young ecclesiast, an Oxford man, crops out in this letter.

E. Rowe's "Life" (Works, 1709, I, xxxvii), the first attempted written biography of the dramatist, printed still another slightly variant form of the epitaph.

"Good Friend, for Jesus sake, forbear To dig the Dust inclosed here. Blest be the Man that spares these Stones, And Curst be he that moves my Bones."

F. Folger MS 448, folio 23¹, is the transcript made by Rev. Joseph Greene, Master of the Stratford Grammar School in 1748. This was transcribed before the installing of a new one ("ninety years

before") recorded by Halliwell-Phillipps. It reads:

"On a flat Stone, within a step or 2 of ye channel perch house door.

"Good frend, for Iesus sake forheare
To digg THE dust encloased Heare
E T
Blese be Y man Y Spares THES stones
And curst be He Y moves my bones."

An accompanying note in Greene's own hand says, "All in Great Letters." Aside from the punctuation, this transcript is approximately the inscription that is on the grave at present. The Rev. Joseph Greene at no point in this 26-page Folger MS 448, containing his letters and notes about the Stratford monument,

none of the earlier transcripts given above are exactly correct. The inscription should be transcribed as shown in Document 249.

The present inscription does not have an exclamation point after the second line as Chambers (William Shakespeare, II, 181) prints it. But the surface of the soft gravestone has chipped in several places, and it is impossible to tell what punctuation was in the original. After the first and third lines there may have been commas. That there is a colon after the second line and a period after the fourth line seems clear. Obviously,

too, the "Y" in the third line, in the present epitaph, has the T atop the Y completely broken away.

[DOCUMENT 249]

[EPITAPH INSCRIBED ON THE GRAVESTONE OF WILLIAM SHAKESPEARE]

GOOD FREND FOR IESVS SAKE FORBEARE

TO DIGG THE DVST ENCLOASED HEARE:

BLESE BE Y MAN Y SPARES THES STONES

AND CVRST BE HE Y MOVES MY BONES.

speaks of any restoration of Shakespeare's grave or of substituting a new inscription on the gravestone. The Rev. Mr. Greene was directly on the spot in 1748 and had interested himself actively in the restoration of the Shakespeare monument in color. His letters were straightforward, honest-seeming, and clearly phrased. He could have had no motive for concealing or misrepresenting. The Rev. Joseph Greene's letter on these restorations of 1748 is printed in full transcript in chapter cv, below. If his transcript is from the original—as there is every reason to believe—then the present inscription is virtually the original onc.

G. A facsimile reproduction of a photograph of a graphite rubbing of the present epitaph (33 by 9 inches) shows that none of the transcripts listed above provide the orthographic forms peculiar to this inscription, and that

For transcribers the crux in this epitaph is the word "BLESE" or "BLESE" at the beginning of the third line. Dugdale (1656) has "Blest"; Dobyns (1673) "Blessed"; Dowdall (1693) "Bles't"; Hall (1694) "Blessed"; Rowe (1709) "Blest"; Greene (1748) "Blese"; Halliwell-Phillipps "Bleste"; Lee (1915) "Blest"; Stopes "Bleste"; Manly "Blest"; Chambers (1932) "Bleste"; Greenwood "Blesse"; and Adams (1923) "Bleste." Except for this word, the several spellings give no difficulty to anyone familiar with epitaphal spellings of the day: "frend," "lesvs," "forbeare," and "digg," arc not unusual.

A careful examination of the BLESE or BLESE reveals these facts: (1) the first four letters are B-L-E-S; (2) there are not two cuttings of the letter S as some transcripts have it—it is not SS; (3) the final form is not ESSED; the final letter is definitely a final capital E.

The crucial question is whether or not the main upright stem of this final capital letter E is also the stem, in common, of a capital T, that is, \mathbb{Z} ? Such a form is by no means unfamiliar in Elizabethan epitaphal work; in this epitaph the letter T or the letter E is elsewhere combined on a common upright stem with other letters: "HE," "HEARE," "THES." The line in which the word "BLESE" or "BLESE" occurs has more letters in it than are in any of the other three lines-34 letters, if spelled out in full, whereas the second line has but 27 letters. Obviously, space available for the third line was short for its words; hence THE is here spelled "Y" and THAT is

spelled "Y," and then comes the spelling "THES"—and yet there is not room for the past participle of the regular verb "to bless," BLESSED. In pronunciation, the ED becomes a final T plus a very slightly and explosively voiced E. It appears that here the word was spelled not grammatically but phonetically—not even BLESE would approach that final sound, but BLESE would approximate it. Either form might be allowable.

But, even though the stone has been chipped at the point in question, magnification of the final letter E reveals no outer left shank of a capital T. The form, then, is BLESE.

It should be noted that this gravestone inscription has not been cut by a professional with a sharp incisive chisel, as is the inscription on the Shakespeare monument (see chapter cv, below) some eight feet above on the North wall of the chancel. This gravestone epitaph has been cut by someone unskilled in the art and with an instrument that had a blunt, dull, roundish point. It may be a sexton's work-perhaps, if Halliwell-Phillipps is correct in considering this not the original stone, a later attempt to reproduce an earlier original—the version given by Dugdale in 1656. Yet the manuscript letters of the Rev. Joseph Greene of 1748 (see chapter cv) suggest that the original stone was not removed.

It is reasonably certain that the present inscription is the original one—and this despite the fact that in 1619, in 1649,

and in 1748 the chancel or the monument received some attention because of its "ruinous" condition.

Epitaphs date from ancient Egyptian civilization and are often more of an index to the common thought of an age than to its carefully wrought literature. Egyptian epitaphs, usually brief and pointless things, commonly include a prayer to some deity-Anubis or Osiris on behalf of the deceased whose name and ancestry were given. Greek epitaphs were more literary-commonly expressions of deep tenderness and hence elegiac. Most modern inscriptions on gravestones and monuments are based on the Greek elegiac note of loss and of devotion to the dead. Roman epitaphs were more likely to be factual. Ordinarily they had the letters "D.M." or "D.S.M." (Diis Manibus or Diis Manibus Sacrum) and the name of the deceased, whose ashest were enclosed. Mothers and fathers leading their sons among rows of Roman sepulchral urns and monuments (L. monumenta = "inscriptions") would remind their youth that they should emulate the life of the great ones whose names were there inscribed. Hence Siste viator ("Stop, traveler") came to be a conventional part of an inscription. Later Latin monuments frequently had Sit, tibi terra leves ("Light lie the earth on thee"). A further feature of many Latin epitaphs was a stern denunciation of a violation of the sepulcher. The Christian world, preaching the actual resurrection of the physical body at the Judgment Day, readily seized upon this phrase and appropriated it.

Shakespeare's epitaph is a strange combination of these elements: (1) a prayer, "for Iesus sake"; (2) a tenderness for the departed, "forbeare to digg the dvst" (the dust should not be digged, for the body would rise intact again); (3) a blessing upon him who "spares these stones"; (4) and an imprecation upon him who "moves my bones." The entire Shakespeare epitaph thus combines, in rather commonplace verse, a good deal of monumental tradition.

Halliwell-Phillipps' edition of *The Marriage of Wit and Wisdom* (Shake-speare Society, 1846, p. 118) cites from an old anthology (ca. 1630), which was a part of the Rawlinson manuscript in the Bodleian Library but which now cannot be identified, the following parallel of Shakespeare's epitaph:

Epitaphe on a Bakere.

For Jesus Christe his sake forheare
To dig the bones under this biere;
Blessed is hee who loues my duste,
But damned bee he who moues this
crustel

Though Halliwell-Phillipps (A Life of William Shakespeare, 1848) asserted that there were many Latin epitaphs like Shakespeare's—in their spirit and substance he is correct, but in their phrasing they are pretty far removed from the one on this gravestone—the English one quoted from this Rawlinson manuscript reads strangely like a parody. The word "cruste" is not Elizabethan monumental English. Moreover, there are too many final -e's in this epitaph for conventional Elizabethan epigraphy. Certainly this inscription on Shakespeare's gravestone is not exalted poetry after the manner of the Greek elegy; but, certainly, too, it is not cheap doggerel as others have proclaimed. In the light of tradition, there is nothing incongruous about Shakespeare's epitaph. That it was not placed there in a spirit of burlesque and buffoonery may be taken for granted. Moreover, there is no evidence that it was contemporary with the monument above it. The monument, it is known, was installed there before 1623 (see chapter cv, below). The inscription on the monument is literary, monumental, dignified, official. It savors of pomp and of public demonstration. In contrast the epitaph below is humble, tender, and devoted.

That William Shakespeare could have composed his own epitaph admits of no question. That he, like scores of others, did write epitaphs—seriously as in some of his plays and probably also jocularly in good company in some inn, where impromptu composing of epitaphs was often indulged in by convivial spirits—is concretely shown by J. Q. Adams in

his "Shakespeare as a Writer of Epitaphs" in the Manly Anniversary Papers (1923) and by a number of extant manuscripts in English repositories. But that he actually did write this epitaph is seriously to be doubted. This, it is admitted, cannot be proved or disproved. But the Shakespeare Ben Jonson knew was not temperamentally inclined to curse anyone, even if that person moved his bones.

It may be taken for granted, however, that the epitaph placed on the grave of William Shakespeare was taken seriously by his contemporary townsfolk. The miracle of the resurrection of the physical body had been set forth very definitely by the Mother Church in terms not unfamiliar to Elizabethans. To the medieval world and to Elizabethans of 1616, the resurrection of the physical body was a concrete religious teaching. The epitaph on Shakespeare's grave epitomizes this belief: his very bones, for the great Judgment Day, should be in situ, not scattered abroad as so much miscellany in some charnel house or in some cemetery outside the Church. Posterity has consistently refrained from disturbing the dramatist's remains.

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1930, Vol. II

² Romans did not inhume for several centuries after the advent of Christianity.

Will occurred of acousing you will have beer, That office care gale on thinging with an I real ion weed to boil of uples of the first states on the solution with the states of the first second to be out ween to londer the first state the following follows. Reader, for design Siche failers. To Dig the sast exclused days :
Noting to be that Spanisher Morn, and same in formal services in the same in the sam the cillic trasming they very tertain, until be a very strong argument of it and of it in the children, he set they enser searching to then will fliely in what of a count. There is in the stanch a place with they set the stanch range of any they set they were never a repository to it into the did not a great range. corrected field being willing to proterve his hone convoid, lane a correction him can be sent again him sent among from most fact a very is event into of proper to consider to a way of their conditions and dissolutions to the state of the contract and the first from the se, but it was in tall before I have that I had not line to for eller Hannerd Alle baser broof my porticular acatacolarer une seborf. Jeters, upon to Brand recommendation, resigns for Roses and intends to law the tioned for his talor. I desire that you we apply his in what were can, it to a there was not one of your interest with the forms warrest from to be his to the wife with a consist the given could have form the bed with it bearing to be claim. I'm I have courses him to make up at it he need one a one to Segins you to Righ has give my limer to Sache totals, theny bill, and to all my dietal aconcinance who you les then, and le all those also that shall ask after no. is for the stafferestine words we take of i will take reties of them and had took . They let no been from you at the Sennence trans orlars, wherein you will greatly prings four fried are storal Ideal way teller for the Holl from al at

Letter from William Hall to Edward Thwaites, 1694, relative to the epitaph and grave of William Shakespeare. Rawlinson MS D. 377, folio 90°, in the Bodleian Library, Oxford

CII

THE CONVEYANCE OF THE BLACKFRIARS PROPERTY TO NEW TRUSTEES, 1618

N February 10, 1618, John Jackson, John Heminges, and William Johnson, in conformity with the trust reposed in them and in fulfillment of Shakespeare's will, conveyed their trus-

teeship of the Blackfriars property to new trustees, John Greene and Matthew Morris, to the use and behoof of Susanna Hall.

The original document recording this transaction was once the possession of

[DOCUMENT 250]

[DEED CONVEYING THE BLACKFRIARS PROPERTY TO NEW TRUSTEES FOR SUSANNA HALL, 1618]

This indenture made the Tenth day of February in the yeres of the reigne of our sovereigne Lord James by the grace of God kinge of England Scotland ffraunce and Ireland defendor of the faith &c. That is to say of England ffraunce and Ireland the fifteenth and of Scotland the one and fiftith: Between John Jackson and John Hemynge of London gentlemen and William Johnson citizen and Vintiner of London of thone part and John Greene of Clement[es] Inn in the county of Midd gent. and Mathew Morrys of Stretford vpon Avon in the county of Warwick gent of thother part witnesseth that the said John Jackson John Hemynge and William Johnson as well for and in performance of the confidence and trust in them reposed by William Shakespeare deceased late of Stretford aforesaid gent. And to thend and intent that the landes tenem[en]t[es] and hereditam[en]t[es] hereafter in theis p[rese]nt[es] menc[i]oned and expressed may be conveyed and assured according to the true intent and meaning of the last will and testam[en]t of the said William

Shakespeare, and for the some of ffyve v shillinges of lawfull money of England to them payd for and on the behalf of Susanna Hall one of the Daughters of the said William Shakespeare and nowe wife of John Hall of Stretford aforesaid gent before Thensealling and Delivery of theis p[rese]nt[es] Have aliened bargained sold and confirmed, and by theis p[rese]nt[es] doe and every of them doth fully cleerely and absolutely alien bargaine sell and confirme vnto the said John Greene and Mathew Morry their heires and assignes forever, All that dwelling howse or tenem[en]t with thapp[ur]t[e]n[au]nces scituat and being within the precinct, circuite and compase of the late Blackfriers London, sometymes in the tenure of James Gardyner

Halliwell-Phillipps (see Calendar of Shakespearean Rarities, 1891, p. 54). From him, it passed to Marsden J. Perry of Providence, Rhode Island, who sold it to Dr. A. S. W. Rosenbach, who in turn sold it to Henry C. Folger. At present it is one of the many Shakespeare rarities in the Folger Shakespeare Library. The manuscript, which is in only fairly good condition, measures approximately 131/2 by 261/2 inches. Two equidistant folds appear perpendicularly on the parchment; and three equidistant ones appear horizontally. The scribe employed a rather large, bold, Gothic hand somewhat approaching an erect print form. Originally the manuscript was beautifully written, but faded spots appear (especially across the document through the middle part) which make it rather difficult to obtain an accurate transcript. Though the original script was beautiful and well executed, its punctuation is rather inconsistent and irregular, even for Elizabethan punctuation.

Transcripts in full are in Malone's Variorum (1821, II, 595-601), in Halli-well-Phillipps' Life of William Shake-speare (1848, pp. 254-57), and in his Outlines of the Life of Shakespeare (1882, II, 36-41). The facsimile here given is from a full-size photograph of the original in the Folger Shakespeare Library. The transcript here given as Document 250 is literal, and the words are spelled out in full with the necessary additional letters enclosed in brackets.

It will be readily seen that this deed of conveyance is virtually a combination of the phrasing of the Blackfriars Purchase Deed (1613) and of William Shakespeare's last will and testament (1616).

The following facts relative to this deed of transfer of trusteeship of the

Blackfriars property may be pointed out: (1) It was dated February 10, 1618. (2) John Jackson, John Heminges, and William Johnson were the vendors. (3) John Greene (a brother of Thomas Greene, formerly town clerk of Stratford-upon-Avon) of Clement's Inn and Matthew Morris of Stratford-upon-Avon were the vendees. (4) The vendors made the transfer "in performance of the confidence and trust in them reposed by William Shakespeare deceased late of Stretford aforesaid gent." (5) It "conveyed and assured according to the true intent and meaning of the last will and testament of the said William Shakespeare" (Shakespeare merely bequeathed the property to Susanna in his will, making no mention of any trustees in trust). (6) The sum of "ffyve shillinges" was the sale price "for and on the behalf of Susanna Hall one of the Daughters of the said William Shakespeare and nowe wife of John Hall of Stretford aforesaid gent." (7) The property thus conveyed was "that dwelling howse or tenement" in Blackfriars (the legal description repeats virtually the identical phrasing of the purchase deed of March 10, 1613). (8) It had been in the possession of James Gardiner, John Fortescue, and William Ireland, and part had been in the tenure of William Blackwell, Henry Earl of Northumberland, and Anne Bacon. (9) John Jackson, John Heminges, and William Johnson then conveyed any interest (individual or collective) or rights they had in the Blackfriars property "vnto the said John Green and Mathew Morrys to the vse and behoofe of the aforesaid Susanna Hall for and during the terme of her naturall life" (that is, Jackson, Heminges, and Johnson simply transfer their trusteeship over to John Greene and Matthew Morris; the trusteeship was continued). (10) Then the specific provisions of Shakespeare's will were given legal place in the new deed of conveyance: the property, in the event of the death of Susanna, was to pass directly to the "first sonne of her body lawfully yssueing and of the heires males of the body of the said first sonne lawfully yssueing, And for want of such

Esquior, and since that in the tenure of John Fortescue gent. and now or late being in the tenure of occupac[i]on of one William Ireland or of his Assignee or Assignes abutting vpon a street leadinge downe to Puddle Wharfe, on the East part right aga[inst] the kinges Ma[jes]t[i][es] Warderobe, part of which tenem[en]t is erected over a great gate leading to a capitall Messuage which sometymes was in the tenure of William Blackwell Esquior deceased, and since that in the tenure or occupac[i]on of the right Hono[urable] Henry Earle of Northumberland, And also all that plot of ground on the west side of the said tenem[en]t which was lately inclosed with boord[es] on twoe sides thereof by Anne Bacon widdow, soe farr and in such sort as the same was inclosed by the said Anne Bacon, and not otherwise, and being on the third side inclosed with an ould Brick wall, Which said plot of ground was sometymes parcell and taken out of a great peece of voyd ground Lately vsed for a garden And also the soyle wherevpon the said tenem[en]t standeth And also the said Brick wall and boord[es] which doe inclose the said plot of ground with free entry, accesse, ingres, egres and regres in by and through the said great gate and yarde there vnto the vsuall dore of the said tenem[en]t, And also all singuler Cellers sollars roomes light[es] easement[es] profitt[es] comodyties and hereditam[en]t[es] whatsoever to the said dwelling howse or tenem[en] belonging or in any wise apperteyning, And the reverc[i]on and reverc[i]ons whatsoeuer of all and singuler the premisses and of every parcell thereof And also all rent[es] and yerely profitt[es] whatsoever reserved and from henceforth to grow due and payable, vpon whatsoeuer lease demise or graunt, leases demises or graunt[es] made of the premisses or any parcell thereof And also all the state right title interest property use clayme and demaund whatsoeuer which they the said John Jackson John Hemynge and William Johnson nowe have or any of them hath or of right may might shoold or ought to have in the premisses; to have and to holde the said dwelling howse or tenement lights cellers sollars plot of ground and all and singuler other the premisses aboue by theis p[rese]nt[es] menc[i]oned to be bargained and sold and every part and parcell thereof with thapp[ur]t[e]n[au]nc[es] vnto the said John Green and Mathew Morrys their heires and assignes forever To the vse and behoofes hereafter in theis p[rese]nt[es] declared mencioned expressed and lymitted, and to none other vse behoofe intent or purpose That is to say to the vse and behoofe of the aforesaid Susanna Hall for and during the terme of her naturall life, and after her decease to the vse and behoofe of the first sonne of her body lawfully yssueing and of the heires males of the body of the said first sonne lawfully yssueing, And for want of such heires to the vse and behoofe of the second sonne of the body of the said Susanna lawfully yssueing, and of the heires males of the body of the said second sonne lawfully yssueing And for want of such heires to the vse and behoofe of the third sonne of the body of the said Susanna

lawfully yssucing and of the heires males of the body of the said third sonne lawfully yssueing, And for want of such heires to the vse and behoofe of the fowerth fyveth sixt and seaventh sonnes of the body of the said Susanna lawfully yssueing, and of the scuerall heires males of the severall bodyes of the said fowerth fiveth sixt and seaventh sonnes lawfully yssueing in such manner as it is before lymitted to be and remeyne to the first second and third sonnes of the body of the said Susanna la[w]fully yssueing and to their heires males as aforesaid, And for default of such heires to the vse and behoofe of Elizabeth hall daughter of the said Susanna Hall and of the heires males of her body lawfully yssueing, and for default of such heires to the vse and behoofe of Judyth Quiney now wife of Thomas Quincy of Stretford aforesaid Vintiner one other of the daughters of the said William Shakespeare and of the heires males of the body of the said Judyth lawfully yssueing And for default of such yssue to the vse and behoofe of the right heires of the said William Shakespeare forever And the said John Jackson for himself his heires executo[ur]s adm[in]istrat[ours] and assignes and for every of them doth covenaunt promise and graunt to and with the said John Green and Mathew Morrys and either of them their and either of their heires and assignes by theis p[rese]nt[es], That he the said John Jackson his heires executo[ur]s adm[in]istrat[ours] or assignes shall and will from tyme to tyme and at all tymes hereafter within convenient tyme after every reasonable request to him or them made well and sufficiently save and keepe harmeles the said bargained premisses and every part and parcell thereof of and from all and all manner of former bargaines sales guift[es], graunt[es], leases, statut[es], recognizaunces, Ioynctures, dowers intayles, vses, extent[es], iudgem[en]t[es], execuc[i]ons, Annewyties and of and from all other charges titles and incombraunces whatsoeuer wittingly and willingly hade made comitted or done by him the said John Jackson alone or ioynctly with any other person or persons whatsoeuer Except the rent[es] and servic[es] to the Cheiffe Lord or lord[es] of the fee or fees of the premisses from henceforth to be due and of right accustomed to be done, And except one lease and demise of the premisses with thappurt[e]n[au]nces

heretofore made by the said William Shakespeare, to either with them the said John Jackson, John Hemynge and William Johnson vnto one John Robinson now Tennant of the said premisses for the terme of certen yeres yet to come and vnexpired, As by the same wherevnto relac[i]on he had at large doth appeare. And the said John Hemynge for himself his heires executo[ur]s adm[in]istrato[ur]s and assignes and for every of them doth coven[au]nt promise and graunt to and with the said John Greene and Mathew Morrys and either of them their and either of their heires and assignes by theis p[rese]nt[es] That he the said John Hemynge his heires executo[ur]s adm[in]istrato[ur]s or assignes shall and will from tyme to tyme and at all tymes hereafter within convenient tyme after every reasonable request well and sufficiently save and keepe harmeles the said bargained premisses and every part and parcell thereof of and from all and all manner of former bargaines sales guift[es] graunt[es] leases statutes recognizaunces ioynctures dowers intayles vses, extent[es], iudgem[en]t[es], execuc[i]ons, Annewyties, and of and from all other charges titles and incombraunces whatsoeuer wittingly and willingly had made comitted or done by him the said John Hemynge alone or ioynctly with any other person or persons whatsoever Except the rentes and services to the Cheiffe lord or Lordes of the fee or fees of the premisses from henceforth to be due and of right accustomed to be done and except one lease and demise of the premisses with thapp[ur]t[e]n[au]nc[es] heretofore made by the said William Shakespeare togeither with them the said John Jackson John Hemyng and William Johnson vnto one John Robinson now Tennant of the said premisses for the terme of certen yeres yet to come and vnexpired, As by the same wherevnto relac[i]on be had at large doth appeare And the said William Johnson for himself his heires executo[ur]s administrato[ur]s and assignes and for every of them doth coven[au]nt promise and graunt to and with the said John Green and Mathew Morrys and either of them their and either of their heires and assignes by theis p[rese]nt[es] that he the said William Johnson his heires executo[ur]s adm[in]istrato[ur]s or assignes shall and will from tyme to tyme and at all tymes hereafter within

heires to the vse and behoofe of the second sonne of the body of the said Susanna lawfully yssueing, and of the heires males of the body of the said second sonne lawfully yssueing," thus to the seventh son and his sons. (11) In default of male heirs, the Blackfriars property was to pass to "the vse and behoose of Elizabeth Hall [she was a girl of nine at the time] daughter of the said Susanna Hall and of the heires males of her body lawfully yssueing." (12) In default of any heirs from Elizabeth Hall, the property was to pass "to the vse and behoofe of Judyth Quiney now wife of Thomas Quiney [they were married in 1616]... one other of the daughters of the said William Shakespeare and of the heires males of the body of the said Judyth lawfully yssueing." (13) In default of issue from her, the property was to pass to "the vse and behoofe of the right heires of the said William Shakespeare forever." (14) Then Jackson, Heminges, Johnsoneach one separately and in the same repeated legal phrasing-covenanted for himself and for his heirs forever with John Greene and Matthew Morris and their heirs forever to "save and keepe harmeles" the vendees with regard to all former titles, rights, etc., of the Blackfriars property. (15) Each dissolves his own trusteeship in trust (his own and also that which he has in common with the other two men) and conveys it to John Greene and Matthew Morris. (16) An exception is the "rentes and services to the Cheiff Lord or Lordes of the fee or fees of the premisses" and "one lease and demise of the premisses made by the said William Shakespeare vnto one John Robinson now Tennant of the said premisses " (17) Then the vendors sign (each one signed just above the seal-tab, not on the seal-tab) and seal in the presence of witnesseseach one sealing and delivering as a separate legal act. The trusteeship of the Blackfriars property of Johnson, Jackson, and Heminges was at an end. Why the trusteeship was continued is a question for legal research.

Whatever else may be suggested by this deed of transfer of the prior trusteeconvenient tyme after every reasonable request well and sufficiently save and keepe harmeles the said bargained premisses and every part and parcell thereof of and from all and all manner of former bargaines sales guift[es] graunt[es] leases statut[es] recognizaunces ioynctures, dowers, intayles, vses, extent[es], iudgementes, execuc[i]ons annewyties and of and from all other charges titles and incombraunc[es] whatsoeuer wittingly and willingly had made comitted or done by him the said William Johnson alone or ioyntly with any other person or persons whatsoever Except the rentes and services to the Cheiff Lord or Lord[es] of the fee or fees of the premisses from henceforth to be due and of right accustomed to be done, And except one lease and demise of the premisses with thapp[ur]t[e]n[au]nc[es] heretofore made by the said William Shakespeare togeither with them the said John Jackson John Hemyngs and William Johnson vnto one John Robynson now Tennant of the said premisses for the terme of certen yeres yet to come and unexpired As by the same whereunto relation be had at large doth appeare. In witnes whereof the parties aforesaid to theis p[rese]nte Indentures have interchaungeably sett their handes and sealls Yeoven the day and yeres first above written 1617

Jo: Jackson.
John Heminges
Wm. Johnson

[Endorsed]:

Sealed & delyvered by the wthin named John Jackson in the p[res-e]nce of Ric. Swale John Prise

Sealed & delyvered by the wthinamed Willm Johnson in the p[re]sence of Nickolas harysone John Prise

Sealed and delyvered by the withinamed John hemynges in the p[rese]nce of Matt: Benson John Prise

Memorand that the xj.th daye of ffebruarye in the yeres w[i]thin written John Robynson tenant of the p[re]mysses withinmencioned did geve and delyver vnto John Greene withinnamed to the use of Susanna Hall within named sixe pence of lawefull money of England in name of Attornement in the p[re]sence of Matt: Benson John Prise

P[er] me Rychardum Tyler

ship of the Blackfriars property to new trustees, it had the effect of retaining this real estate in the entail (legal blood descent and no other so long as such obtained) of the Shakespeare family. That it was the personal intent and desire of William to establish his family in the male line of landed gentry by way of entail is clear from the devise provisions of his own will and from the legal phrasing of subsequent docu-

ments having to do with the family estate. Through Susanna Shakespeare-Hall and through her daughter Elizabeth Hall-Nash-Barnard this entail was continued as the legal documents in this volume give evidence. Only when legal blood descent no longer obtained (Lady Barnard bore no children either to Thomas Nash or to Sir John Barnard) did the Shakespeare family estate pass, by parts, to others not of the family.

6 CHICKLING THE Court day of Peterany v mileve to fav of England & fraume and beland of fifteenth and of Snotond the one and fifthe of creations of Beauty of Beauty of Beauty of Beauty of Beauty Tobut a de a forand in ser formant of the w. frome and to the in their resolid by and it. rainfult moner of Couland to the in prostor of anticided with of Common ball one of the part of the state of affines forence, All that by Wing book or to a brith thapptmer forms and ling that withe tomes of holin fraich it deur wie no vor late leng in the tenues or orngran the finge Mal werderole, part of wine timem y courte or a quent note leeding to a rate with the land of the for the first of the bounderfund the best of ground on the ad His Taine was a " Cafe both line Land Quine Bann and not office when and bonn out Level mound fairly of dear and offer one of the fire and one of the fait tement from nit by and through the fait givet wetwen ward there buto the place does of the laid or tenent belonging or in any arife appertering of the reservoir rub remember battoffener of all other man parable upon what faner leak benife or grant, States builted a grount orad of the premites as god to Tobin Someroe and Walliam Tobulen new bare or any of them both or of sight may might both & 12. 12 Wil to read for a rook greet onto the line buildening and but inche rough and roll of . As offmind . But to a commend experisted and founded and to none other of the of interior of the . m theil : to the Califord of the fall forms of the food landing to the and the fall and found fine by theme, and of this if were material in the or fail found from a - the bor of the land this forme landing of france chartel went that I prof to the I'ver of the law bount is first in tono learnest time to we bout in The second of the second of the second of the first that a second of the armitelimet to the large wat atterior out our riplies a still a resemble of the selection during attention to Taking e cano all mounter of from the bangamen fall of the first of the second memory department of the safety and methods for the safety and methods of the safety factor for the first of the safety of the safety and the safety factor of the safety of the safet and 12 ill am Jobalandoute our John Cobinganiem . o and the for speen of fee for the fore of of one of 2. won- to find haf By heart Frenche's dividiffend to the plates out for they filled but for all.

in Antonial leter and large Granicles (for fire fine and with the and every a second in each affects of the fire and extended in the control of the control

The formula formula formula to the control of the second formula recomming the second formula formula

Frysky.

File

CIII

THOMAS PAVIER'S PUBLICATION OF NINE PLAYS IN QUARTO, 1619

INE quartos were issued in 1619 by Thomas Pavier as "by William Shakespeare," but apparently not as a definitely planned and organic collection of the dramatist's plays. The dates given in the imprints vary, but scholars are now agreed that all of the quartos were printed in 1619. Of the ten plays included in the nine quartos, two, A Yorkshire Tragedy (1619) and Sir John Oldcastle (1600), are certainly not by Shakespeare; and The Whole Contention (n.d.) does not agree with Shakespeare's version of the plays which appeared in the First Folio as Part II and Part III of Henry IV. The plays by Shakespeare which Pavier issued were: A Midsummer-Night's Dream (1600), The Merchant of Venice (1600), Henry V (1608), King Lear (1608), Pericles (1619), The Merry Wives of Windsor (1619). See Document 98, page 204, in Volume I.

In the Folger Shakespeare Library is the Edward Gwynn set of the Thomas Pavier 1619 quartos, bound as a single book. This Gwynn book is, at the present, the only known, singly bound, complete set of Pavier quartos. The details here given, for both the Gwynn and the Percy volume, the latter of which will be discussed later, are from a firsthand examination of the copies in the Folger Shakespeare Library.

The Gwynn book is a volume 5½ inches wide, 7 inches high, and 1½ inches thick, inside measurements. It is bound in polished calf, apparently the original binding of the seventeenth-century collector, Edward Gwynn. It was deckle-edged, the pages having since been trimmed, but with little encroachment upon the margins. On the front in fairly heavy, firm, gold letters (handtooled) is the collector's name. On the backbone is "Plays and Pamphlets of

Shakespeare." The Folger Shakespeare Library has other volumes of this collector Edward Gwynn, one of which is a rare seventeenth-century manuscript volume (about 7 by 10 inches) entitled "The generall booke of oathes both auntient and modern." Gwynn appears to have been a seventeenth-century bookbuyer.

The provenance of the volume is not complete; its early history is not known at all. About 1902 a German brought the rare Shakespeare book to A. W. Pollard of the British Museum. Pollard examined the volume critically, but the British Museum did not purchase it. It was bought later (before 1906) by Marsden J. Perry of Providence, Rhode Island. The rarity then, by purchase, passed to Dr. A. S. W. Rosenbach. Henry C. Folger bought it from him on July 22, 1919, for a price said to have been approximately \$150,000. Rosenbach's account of the volume is in the Folger Memorial Volume for 1931: "This was the first attempt at collection of the poet's dramas, preceding the First Folio by four years. Although other examples had existed they had been broken up and the plays bound separately. The Perry copy was considered at that time the only copy that had survived. The volume was in a contemporary binding and bore on the cover the name of Ed. Gwynn. In common with other Shakespearean rarities it had been discovered in Germany, in the library of Count Goertz-Wrisberg and bought by Mr. Perry in 1902."

In addition to the Gwynn copy, wrote Dr. Rosenbach, "Mr. Folger possessed another copy which formerly belonged to Bishop Percy. It consists of seven quartos only, with a notation in Percy's hand that two of them have been extracted and presented to a friend. I purchased this interesting volume only two or three years ago, when I sold it to Mr.

Folger together with Bishop Percy's annotated copy of the First Folio." The notation on the flyleaf, dated 1783, says that Percy had permitted three plays to be taken out: A Woman Killed with Kindness, King Lear, and A Yorkshire Tragedy. The Percy volume is 51/4 by 71/4 inches, and has no title page.

Shortly after the appearance of the Gwynn volume, another complete set of Pavier quartos came to the attention of Mr. Pollard. The collection, owned by a Mr. Hussey, was bound in an eighteenth-century calf binding. Although all nine quartos were included, the order was different from that of the Gwynn volume. This collection, however, was soon taken apart so that the individual quartos might be sold.

Two other collections of Pavier quartos should be mentioned. In Trinity College, Cambridge, Mr. Pollard found the nine quartos which had once belonged to Capell, bound in two volumes instead of one. These were labeled "Q 11" and "Q 12," and the order of their combined contents was different from the order of the collections noted above.

The Library of the University of Virginia once owned a volume containing this collection of plays, but it was burned in the fire which destroyed the Library in 1895. A description of the book, however, had been printed in an article entitled "A Rare Book," which appeared on pages 518-19 of the June 1871 issue of the Virginia University Magazine, and an old manuscript catalogue furnishes the titles of the plays included, probably in the order in which they were arranged.' The book had been in the possession of the Randolph family. At the time the rarity was brought to the attention of scholars it was thought that

¹ A. W. Pollard, Shakespeare Folios and Quartos, 1909, p. 84.

the binding might be an early one; but a letter from the Librarian of the University to Sir Sidney Lee² stated that the volume had been presented to the Library in 1853, at which time it was bound.

The nine individually bound quartos belonging to David Garrick are now in the British Museum, and Mr. Pollard conjectured in 1909 that these may once have been bound in one volume. Garrick is known to have separated items bound together.

The conclusion that a collected edition' of Shakespeare's plays was attempted prior to the issuance of the First Folio is based primarily on the following evidence: (1) the existence of volumes in which the plays are bound together; (2) the appearance of continuous signature marks in *The Whole Contention* and *Pericles*; and (3) the extreme brevity of the matter on the title pages for the individual plays, which suggests that they may have been designed as half titles. But all this evidence is rather slight.

Of the five sets of collected quartos which are known to have been bound together, not one is or was in an original 1619 binding. The Gwynn copy, the only one now preserved intact, has the oldest binding, a seventeenth-century one. The Pollard volume was in a binding of the mid-eighteenth century. The Percy collection was rebound about 1783 and at that date included with the nine Pavier 1619 quartos A Woman Killed with Kindness. The University of Virginia volume, which was burned, was bound in 1853. The nine quartos of the Capell

collection are bound in two volumes.

Furthermore, it is obvious that in no

plays bound in the same order. Surely, if the plays were published as a group, we might expect to find similarity if not duplication in the arrangement. The order of the plays in the five collected editions⁴ discussed is here given in a small tabulation.

	wyn	rcy	Pollard	je je	irgin
The Whole Contention.	Ġ	2	2	Ü	>
Part I, Part II	1	2	1	9	1
A Midsummer-Night's Dream	2	4	6	3	ġ
Sir John Oldcastle	3	6	9	6	6
The Merchant of Venice					3
Henry V					
King Lear	6		5	4	7
Pericles					4
Merry Wives of Windsor	8	5	8	2	8
A Yorkshire Tragedy	9		2	1	2

Quarto 11 contains A Yorkshire Tragedy, Merry Wives of Windsor, A Midnummer-Night's Dream, King Lear, and The Merchant of Venice; Quarto 12 contains the other four plays.

Among the more than two hundred and twenty-five separate extant copies of the various quartos issued in 1619 there is little evidence of sewing holes to suggest that they once had been sewed and bound with others. The Huntington Library copies do not show the common stitch holes which would have been necessary for a collected edition.

However, The Whole Contention Parts I and II, and Pericles have continuous sequence in signature marks. And it should be noted that, while the sequence of the signatures is alphabetical, each of the three plays in the two quartos begins with a new signature. The signature sequence was thus: A[1] the title page, A[12]-H[4]v, the text of The Whole Contention, Part I; Sig. It1 _Q4, the text of The Whole Contention, Part II (no title page in Part II); R[1]-Bb[1], the text of Pericles (the title page a separate sheet, unsigned). In the Huntington Library The Whole Contention. Parts I and II, and Pericles are bound together in a single volume, and the other quartos of the Pavier 1619 issue are bound individually, each beginning with a new and independent signature (A^[1]). There is no pagination in any of the plays.

It appears that The Whole Contention, Parts I and II were considered as a unit—as one play: (1) only the first part has a title page, none at all being provided for Part II; (2) the continuous sequence of signatures common to the two parts indicates an intended inseparable relationship between them.

However, Neidig in his critical analysis of the printing of the title pages and the texts of the quartos found that title page and text of *The Whole Contention* were printed first, the text of *Pericles* next, and the title page for *Pericles* was not printed until after the printing of both title page and text for A Yorkshire

Tragedy. Sir E. K. Chambers says (William Shakespeare, I, 135) that the "shortened imprints suggest that the title-pages were originally meant for half-titles in a comprehensive volume, which would naturally begin with a general and more explicit title-page." In this case we could expect such a title as that which Adams (Life, p. 527) suggests: "'Tragedies, Comedies, and Histories, By William Shakespeare, Gent. As They Have Been Often Acted with Great Applause by His Majesty's Servants at the Globe on the Bankside, and at the Private House in Blackfriars. Now Collected into One Volume. Printed by William Jaggard for Thomas Pavier, and are to be sold at his shop, The Cats and Parrot, near the Royal Exchange. London, 1619." On the other hand, the title pages for the 1619 quartos are not much briefer than that for the first folio, and no title page for the collected edition exists.

There is evidence that on May 3, 1619, a letter⁵ from the Lord Chamberlain to

two of the known collections are the
² Sidney Lee, "The Shakespeare Quartos," The
Athenaeum, January 16, 1909, p. 73.

^a Such partial collections were not common in Shakespeare's day. True, Ben Jonson had issued nine of his own plays in 1616 as The Workes of Benjamin Jonson. But other similar collections were not published until 1632 to 1659, thirteen years or more after the Pavier quartos. Thus: 1632, Sixe Court Comedies by John Lyly; 1633, Tragedies and Comedies, Collected into One Volume, by John Marston; 1653, Five New Playes by Richard Brome; 1653, Six New Playes by James Shirley; 1655, Three New Playes by Philip Massinger; 1656, Three Excellent Tragedies by Thomas Goffe; 1659, Five New Playes by Richard Brome.

⁴The Garrick quartos are omitted here, because it is not definitely known that they were ever bound together.

The letter of May 3, 1619, is not extant, but thirty-eight years later, on June 10, 1637, when Philip Earl of Pembroke was Lord Chamberlain, a similar situation relative to the plays of the King's Men arose. The letter, complete as written at that time by the Lord Chamberlain to the Stationers Company, is preserved in the Public Record Office as Ld. Chamberlain's Records, V. 95, folio 178. In part it read as follows: "I am informed that some copies of playes belonging to the king and queenes servants, the players, and purchased by them at dear rates, having been lately stollen or gotten from them by indirect means, are not attempted to be printed; which, if it should be suffered, would directly tend to their apparent detriment and prejudice, and to the disenabling them to do their majesties service: for prevention and redresse whereof, it is desired that order be given and entered by the master and wardens of

the officials of the Stationers' Company directed that none of the plays of the King's Men should be printed "without some of their consents." Now the Lord Chamberlain in 1619 was none other than William Earl of Pembroke, to whom, with his brother Philip, the First Folio of 1623 was dedicated. It may be that the King's Men had been considering or were led by Pavier's activities to consider the publishing of a complete collection of Shakespeare's plays and took this means of putting a stop to the activities of Pavier and Jaggard. It is certainly clear that William Jaggard's printing of the quartos for Pavier's 1619 venture did not make him persona non grata to the King's Men, for it was he who in 1623 printed the Shakespeare First Folio. Whatever the original plan may have been, the evidence indicates that the Pavier 1619 quartos were issued separately and that afterward a few individuals bound them into single volumes. This obviously is what Edward Gwynn did in the seventeenth century.

Soon after the Gwynn and Pollard collected volumes had come to the attention of scholars, W. W. Greg advanced the theory that the promoters had collected quartos printed at different dates and bound them together in one volume. But the more recent researches of Pollard, Greg, and Neidig have shown that, in spite of the apparent variation in dates, three of the nine being dated 1600 and three 1619, all of the quartos were printed in 1619 and all came from the press of William Jaggard, though his name is not on a single title page. The

the company of the printers and stationers, that if any playes be already entered, or shall hereafter be brought unto the hall to be entered for printing, that notice thereof be given to the king and queenes servants, the players, and an enquiry made of them to whom they do belong; and that none bee suffered to be printed untill the assent of their majesties' said servants be made appear to the Master and Wardens of the company of printers and stationers, by some certificate in writing under the hands of John Lowen, and Joseph Taylor, for the kings servants, and of Christopher Beeston for the kings and queenes young company, or of such other persons as shall from time to time have the direction of these companies." A confirmation of 7 August 1641 by Robert Earl of Essex, then Lord Chamberlain, for the King's Men, is printed from Ld. Chamberlain's Records, V. 135, p. 135 (Public Record Office) in Malone Society Collections, Vol. 1, Parts 4 and 5, pp. 364 ff. It contains a list of sixty plays belonging to the company, none of which were yet in print.

conclusion is based on a critical analysis of paper, watermarks, type, printer's devices, and title pages.

Facsimiles of the title pages of the 1619 quartos are reproduced in A. W. Pollard's Shakespeare Folios and Quartos. Transcripts of the title pages for the 1619 issues of The Whole Contention, The Merry Wives of Windsor, and King Lear are reproduced in this work in the chapters on the first publication of those plays (chapters xxxiv, lx, lxxvi), and the entries in the Stationers' Register for the plays by Shakespeare are transcribed in the chapters on the individual plays. For convenience, information concerning the first printing and the 1619 printing of the ten plays is tabulated (p. 538).

The uniformly large size of the Pavier quartos has attracted considerable attention. They are on the average 5 1/8 by 7 1/2 inches. They can be readily identified individually as one examines the Shakespeare quartos in their places at the Bodleian Library, the British Museum, the Birthplace Museum, or the Huntington and Folger Shakespeare libraries. Since the size of an Elizabethan quarto depended upon the size of the large sheets of paper from which it was made, and since the Pavier 1619 quartos were uniformly of a larger size, it is apparent that all of those Pavier quartos were printed on sheets of approximately the same size. Pollard (The Academy, June 1906) showed that, in Elizabethan times, no job lot of paper lasted over a period of nineteen years and he concluded that these quartos, despite their widely ranged dates, were printed from the same stock of paper and during pretty much the same period. Greg (Library, 2d ser., IX, April and October, 1908) showed that paper bearing the same watermark was employed throughout the Pavier quartos. In all he found 20 different watermarks, some of which occurred in plays bearing different dates; thus the same watermark appeared in The Merchant of Venice and in Midsummer-Night's Dream, each of which was dated 1600, in King Lear dated 1608, and in Pericles dated 1619. Greg showed, also, that the wire frame used to make such watermarks seldom lasted longer

than two years. On critical examination of the paper of the Pavier 1619 quartos Greg found that from 3 to 7 papers were used in each play, yet that 2 out of the 7 papers were used in each of the nine plays. He concluded, accordingly, that the Pavier quartos were printed from the same paper stock during a relatively short period. Furthermore, paper with similar watermarks was used by Jaggard both before and after 1610.

The size of the date-numerals on the title pages is large, and it is a size not known to have been used before 1610. Both editions of The Merchant of Venice have James Roberts given on the title page as the printer. The 1619 edition of The Merchant of Venice was printed in a type which was just coming into use in 1600 and is identical with that found in the First Folio in 1623. The "1600" edition of the play was printed in the same size but from a font which was very worn. Roberts is known to have printed the early edition; but if he printed the "1619" edition, he possessed at the same time two fonts of the same size; and Roberts never had a very large printing establishment.

The printer's device employed on all of the plays except A Midsummer-Night's Dream bore three flowers on a stalk and the motto "Heb Ddieu heb ddim." This is not known to have been used by Roberts, but was used by Jaggard both before and after 1619. A device composed of the arms of Geneva with the motto "Post Tenebras Lux" appeared on the title page of A Midsummer-Night's Dream. This was used by Roberts once, but it was also used by Jaggard. The latter may have come into possession of it when he took over Roberts' printing establishment about 1606.

Neidig ("The Shakespeare Quartos of 1619," Modern Philology, VIII [1910], 145-64), making very accurate micrometer measurements of the title pages of these several individual quartos, showed conclusively that, except for the upper parts of the type setups for the title page, a single setting of type was used for the printing of the individual title pages of the Pavier 1619 quartos. Neidig actually demonstrated the order in which the

THE FIRST QUARTO EDITIONS OF THE QUARTOS

Play	Author	Original Date of Publication	Publisher	Printer	Dates of Entries in Stationers' Register	Owner of Copyright in 1619
The Whole Contention, Part I [Shakespeare's Henry VI, Part II]		1594	Thomas Millington	Thomas Creed	1594, 1602•	Thomas Pavier
The Whole Contention, Part II [Shakespeare's Henry VI, Part III]		1595	Thomas Millington	P[eter] S[hort]	1602•	Thomas Pavier
A Midsummer-Night's Dream	William Shakespeare	1600	Thomas Fisher	[Thomas Fisher]	1600	[Derelict in 1619]
Sir John Oldcastle[A Part II is now lost]		1600	Thomas Pavier	V[alentine] S[immes]	1600	Thomas Pavier
The Merchant of Venice	William Shakespeare	1600	Thomas Heyes	J[ames] R[oberts]	1598, 1600	Lawrence Heyes§
Henry V	William Shakespeare	1600	Thomas Millington, John Busby	Thomas Creed	1600 (2 entries)	Thomas Pavier
King Lear	[William Shakespeare]	1608	Nathaniel Butter	[Nicholas Okes]	1607	Nathaniel Butter Andrew Johnson
Pericles	William Shakespeare [in part]	1609 [Two edi- tions]	Henry Gosson	[William White]	1608	Edward Blount
The Merry Wives of Windsor	William Shakespeare	1602	Arthur Johnson	T[homas] C[reede]	1602	Nathaniel Butter Arthur Johnson
A Yorkshire Tragedy	W. Shake- speare	1608	Thomas Pauier	R. B[radock]	1608	Thomas Pavier

THE THOMAS PAVIER 1619 QUARTOS

THE THOMAS TAVIER IN QUARTOS						
Play	Author Given by Pavier	Date on Title Page	Publisher (on Title Page)	Printer (on Title Page)	Printer's Device	Notes on the Plays
The Whole Contention, Part I [Shakespeare's Henry VI, Part II] The Whole Contention, Part II [Shakespeare's Henry VI, Part III]	William Shake- speare, Gent.	[n.d.]	T.P.		Heb Ddieu† heb ddim	Some 10 copies are known.
A Midsummer-Night's Dream	William Shake- speare	1600		James Roberts‡	Post Tenebras?	More than 30 copies known.
Sir John Oldcastle [A Part II is now lost]	William Shake- speare	1600	T.P.		Heb Ddieu heb ddim	Some 10 copies are known.
The Merchant of Venice	W. Shake- speare	1600	•••••	J[ames] Roberts‡	Heb Ddieu heb ddim	More than 30 copies known.
Henry V		1608	T.P.		Heb Ddieu heb ddim	More than 40 copies known. A corrupt text.
King Lear		1608	Nathaniel Butter		Heb Ddieu heb ddim	More than 35 copies known.
Perides	W. Shake- speare	1619	T.P.	••••••	Heb Ddieu heb ddim	More than 30 copies known. Not included in the 1623 First Folio.
The Merry Wives of Windsor	W. Shake- speare	1619	Arthur Johnson		Heb Ddieu heb ddim	More than 35 copies known. A corrupt text.
A Yorkshire Tragedy	W. Shake- speare	1619	T.P.	••••••	Heb Ddieu heb ddim	Some 10 copies are known. A very short play: signatures A ^[1] _C ^[4] + D ^[2] .

^{*} Scholars are agreed that "The first and Second parte of Henry the VJt[h] ij bookes" of the 1602 entry refers to Parts II and III of Henry VI. (See Chambers,

^{*}Scholars are agreed that "The first and Second parte of Fichity the viscos of the 1602 entry refers to Parts II and III of Henry 12. (See Smallers Scholars are agreed that "The first and Second parte of Fichity the viscos of the 1602 entry refers to Parts II and III of Henry 12. (See Smallers William Shakespeare, I, 139-40.)

† R. B. McKerrow, Printers' and Publishers' Devices, No. 283.

‡ Roberts was dead before 1619. Jaggard moved into his printing house in 1606 and probably bought it in 1608.

¶ McKerrow, op. cit., No. 136.

§ Thomas Heyes, to whom The Merchant of Venice had been registered in 1600, was dead. On July 8, 1619, the Court of the Stationers adjudged the play the property of Thomas Heyes' young son Lawrence.

title pages had been set up. He showed that a capital W used in four of the title pages actually was two capital V's, with one shaved so that they would come close together. Neidig's critical and comparative measurements of the type used in the title pages further confirmed his conclusion. He declared (p. 154): "So plain is his track that it is even possible to follow him [Jaggard the printer] as he made his changes from one title-page to another. In this way the actual order of printing of at least eight of these nine title-pages can be absolutely determined without the shadow of a question. There is only one order in which they could have been printed." For the order of printing the entire group of nine quartos (ten plays), Neidig gives the following (p. 156, note): The Whole Contention (text and title page), Pericles (text only), Yorkshire Tragedy (text only), Yorkshire Tragedy (title page), Pericles (title page), Merchant of Venice (text and title page), Merry Wives of Windsor (text and title page), King Lear (text and title page), Henry V (text and title page), Sir John Oldcastle (text and title page). A Midsummer-Night's Dream was printed independently of the other quartos.

It is not known what prompted Pavier and Jaggard to print these quartos, some of them with varying dates and all of them ascribed to William Shake-

speare. At the time of the undertaking Pavier owned the copyright for five of the plays included. A Midsummer-Night's Dream was derelict, and the promoters may have considered The Merchant of Venice derelict too, because Thomas Heyes to whom it was registered in 1600 was dead. But Nathaniel Butter and Andrew Johnson owned the copy for King Lear and The Merry Wives of Windsor, and Edward Blount that for *Pericles*. The promoters were not only ascribing plays to William Shakespeare that were not his, but they were printing plays to which they had no "rights." And yet the King's Men cannot have borne malice toward Jaggard for his part in the venture, because, seven years later, he was the printer for the First Folio.

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CIV

THE FIRST QUARTO OF OTHELLO, 1622



IX years after Shakespeare's death, and while the First Folio was in active prepara-tion, Shakespeare's Othello

appeared first in quarto form. Of some fifteen that are known, copies are in the British Museum, the Bodleian Library, Trinity College (Cambridge), the Boston Public Library, the New York Public Library, and the Huntington Library. The title page is here given as Document 251.

This first quarto is in signatures A², B-M4, N2, making a total of forty-eight irregularly paged leaves. It has the distinction of being the last "last quarto" of any Shakespeare play to be printed before the 1623 First Folio and likewise

the first of any Shakespearean play to appear in thirteen years-since 1609, when Troilus and Cressida had appeared.

Reprints of the first quarto Othello appeared in 1630, 1655, 1681, 1687, 1695, and 1705, and a copy of each is in the Huntington Library. Since Shakespeare died in 1616, it is obvious that Othello. though acted many times, did not appear in print during the dramatist's life-time. The title page emphasizes its public performances: "at the Globe" and "at the Black Friers." "Written by VVilliam Shakespeare" also is conspicuous. And in the quarto is a rather unusual special address to the reader, significant enough to be quoted in full:

"[Ornament] The Stationer to the Reader. To set forth a booke without an Epistle, were like to the old English prouerbe, A blew coat without a badge, & the Author being dead, I thought good to take that piece of worke vpon mee: To commend it, I will not, for that which is good, I hope euery man will commend, without entreaty: and I am the bolder, because the Authors name is sufficient to vent his worke. Thus leaving euery one to the liberty of iudgement: I have ventered to print this Play, and leave it to the generall censure. Yours, Thomas VValkley."

Thomas Walkley' had in 1619 published Beaumont and Fletcher's A King and No King and in 1620 their Philaster. This address of the publisher Walkley to the reader declares: (1) Shakespeare was dead; (2) Walkley thought it would be a good thing for him to publish Othello; (3) he would not commend the play, and hoped everyone would commend it; (4) Shakespeare's "name is sufficient to vent his worke." No address to Elizabethan readers is clearer, franker, or more generous.

This 1622 Othello, like five other Shakespeare quartos a "good quarto," is characterized by the following: (1) act and scene divisions (the only Shakespeare first quarto so divided before the 1623 First Folio); (2) a uniformly good text; (3) stage directions from the theater; (4) the original oaths. Its text is as authoritative as that of the First Folio. Judged by its cuts, typical speech headings, and minor details, it may have been printed actually from a prompt book. It may have been printed from Shake-

¹ For information on Thomas Walkley, consult H. R. Plomer's A Dictionary of the Bookyellers and Printers Who Were at Work in England, Scotland, and Ireland from 1641–1667 (1907) and Frank Arthur Mumby's Publishing and Bookselling (1930). The standard work on dramatic publication in Elizabethan-Jacobean England is E. M. Albright's excellent Dramatic Publication in England, 1581–1640 (1927).

[DOCUMENT 251]

[TITLE PAGE OF THE FIRST QUARTO OF OTHELLO, 1622]

THE / Tragædy of Othello, / The Moore of Venice. / As it hath beene diver for times acted at the / Globe, and at the Black Friers, by / his Maie sties Servants. / Written by VVilliam Shake peare. / [Nicholas Okes's printer's device]* LONDON, / Printed by N. O. for Thomas Walkley, and are to be fold at his / shop, at the Eagle and Child, in Brittans Bur see. / 1622.

* See R. B. McKerrow, Printers' and Publishers' Devices, 1913, No. 316.

[DOCUMENT 252]

[STATIONERS' REGISTER ENTRY FOR OTHELLO, 1621]*

6º Octobris 1621

Thomas Walkley

Entred for his copie vnder the handes of Sir George Buck,† and Master Swinhoe warden, *The* Tragedie of Othello, the moore of Venice vjd

*Edward Arber, Transcript, IV, 59.

† Sir George Buck, Master of the Revels from 1610 until about 1622, approved or disapproved the dramatic productions submitted to him. The office had been created during the reign of Henry VIII, when its primary function was the supervision of court entertainment. In 1579 Edmund Tilney was appointed to the office by Queen Elizabeth. As a result of a formal "Commission Touching the Powers of the Master," issued in 1581, Tilney assumed the right to censor and to license all plays intended for performance before the public and the right to license companies of actors and to grant them permission to travel in the country. Later he assumed the right to license the erection of playhouses and to charge a regular annual fee for their "Allowance."

While Tilney was still in office, his nephew, George Buck, became his deputy and as deputy Master held a reversion of the office, to which he succeeded on Tilney's death on August 20, 1610. The reversionary right was secured apparently in 1597 and was confirmed in 1603 by James. Buck served until the spring of 1622, when in May of that year a commission to the effect that he was insane was issued to him, and died on September 20, 1623.

On April 3, 1612, King James had granted a reversion of the office to Sir James Astley or Ashley; and on October 5, 1621, he granted a second reversion to Ben Jonson, to become effective at Astley's death. Jonson never served, because he died before Astley's death in 1641. Astley performed the duties of the office from Buck's withdrawal about May 1622 to July 20, 1623. At that date he granted a deputation, for a consideration of £150 a year, to Henry Herbert, a brother of the poet George Herbert and of Lord Herbert of Cherbury and a kinsman of William Herbert, Earl of Pembroke, who was at that time the Lord Chamberlain. Herbert was knighted and accepted by James I as Master of the Revels on August 7, 1623. He served until his death on April 27, 1673.

The office book of Sir Henry Herbert has been edited by J. Q. Adams under the title, The Dramatic Records of Sir Henry Herbert, Master of the Revels, 1623-1673 (1917). Unfortunately, the records of the Office of the Revels during Edmund Tilney's and Sir George Buck's terms of office are missing. Their books were accessible to Herbert, who quoted from them frequently. Feuillerat's Documents Relating to the Office of the Revels in the Time of Queen Elizabeth (1908) contains information about Edmund Tilney, and the fragments concerning Sir George Buck have been edited by Frank Marcham in The King's Office of the Revels, 1610-1622, Fragments of Documents (1925).

Samuel A. Tannenbaum's Shakspere Forgeries in the Revels Accounts (1928) supplied evidence that the entries in P. Cunningham's Extracts from the Accounts of the Revels at Court, in the Reign of Queen Elizabeth and King James (1842) are a forgery by J. Payne Collier. This same J. Payne Collier's forgeries of (1) entries in the Egerton and Dulwich manuscripts to support a date of 1604 for Othello, (2) an epigram ascribing Othello to Field, and (3) a ballad on the Othello theme will ever be a blot on the scutcheon of that once highly esteemed Shakespearean devotee.

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speare's autographed manuscript. A. W. Pollard declared ("The Foundations of Shakespeare's Text," Proceedings of the British Academy, X [1921-23], 379-94): "The chances are favorable to our believing that the prompt copies that furnished the basis for some of these good quartos were in the actual manuscript autograph of Shakespeare . . . " The suggestion that the first quarto of Othello was an "old discarded playhouse version" on the ground that it retained so many oaths is scarcely tenable. A careful tabulation of the more important oaths in the text of Othello shows that Quarto 1 has 58, the First Folio has 41, and Quarto 2 (1630) has 43. The early plays-the Guild Cycle Plays, etc.-had quantities of oaths, as anyone acquainted with them knows. Despite the 1606 Jacobean law against profanity in plays for public stage performance, Beaumont and Fletcher continued to employ profanity in their plays, and the Master of the Revels does not appear to have excised them; nor in the successive quartos of their plays do there appear to have been gradual excisions. Pollard is of the opinion that both division into acts and deletion of profanity gradually came more and more to be the result of editorial policy. The Ben Jonson Workes of 1616 permitted all oaths to remain.

Various scholars have advocated different sources for this text of Quarto 1 of Othello, as follows: (a) a prompt copy sold by the company to Thomas Walkley but with reservations for the First Folio; (b) a privately owned presentation copy; (c) a stolen version

that ultimately came into possession of Walkley; (d) an actual prompt copy or a manuscript allowed by the Master of the Revels; (e) an unfaithful transcript of the author's own copy; (f) the author's own copy. The fact is that no one of these theories will explain all the variations in the first quarto. Both the quarto and the folio texts are rather well-printed texts; and, despite Neilson's statement that the First Folio text is "much superior to that of the First Quarto," they certainly are based on substantially the same original. Each text contains passages and cuts not found in the other. The quarto text is shorter, by more than 160 lines, than that of the Folio: whether this is because of cuts, accidental omissions, or later additions to the manuscript it is rather impossible

The entry in the Register of the Stationers' Company for Othello is here given as Document 252.

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^a Herbert Evans, Introduction to William Griggs facsimile, 1885, p. x.

\mathbf{CV}

THE BUST OF SHAKESPEARE SET UP IN THE STRATFORD PARISH CHURCH



UITE appropriately included among Shakespeare documents the memorial inscription on the monumental

bust set up in the Stratford Parish Church about 1623. Both the life-size monumental bust and the memorial inscription were designed to commemorate the literary work of the great English dramatist rather than his social and financial accomplishments. That he was a landed gentleman is not so much as intimated in the inscription. The facsimile of the inscription here given as Document 253 is from a photograph of a graphite (plumbago) rubbing of the original in the Stratford Parish Church. The entablature, about 24 by 12 inches, is just below the supporting cornice.

The Latin lament at the head of the inscription, translated somewhat freely, reads: "Him who in judgment was a Nestor, in intellect was a Socrates, in art was a Virgil, the earth encloses, the populace mourn, and Olympus holds." The limitations of its author as a scholar are indicated by its omission of all reference to Aristotle, who to the Middle Ages was the summum bonum, and by its employment of Olympus rather than Parnassus as the resting place of poets. However, its references to Virgil are quite conventional, as are likewise those

² William Dugdale's (Antiquities of Warwickshire, 1656, p. 520) transcript of this inscription differs in

"Iudicio Pylium, genio Socratem, arte Maronem Terra tegit, populus maret, olympus habet,'

"Stay passenger why goest thou by soe fast, Read, if thou can'st whom envious death hath plac't wthin this monument Shakspeare with whome Quick nature dyed whose name doth deck the tombe Far more then cost, sith all that he hath writ Leaues living art but page to serue his wit

Obijt A.º Dñi 1616 act 53, die 23 Apri."

See the facsimile for larger capitals omitted from our transcript for typographical reasons.

to Nestor and to Socrates. Moreover, the three concluding assertions follow an excellent order for their purpose. All together the inscription is excellent as monumental adulation. But it savors of London and of the remaining members of the King's Men rather than of rural Stratford. It is beyond the literary ability of the Puritan John Hall; and a poet of London was probably its author.

The second part of the monumental inscription is in English. It suffers from too generous a use of commas, a number of which, in particular those placed at the ends of the several lines, are quite unessential to the meaning even in the light of more modern "close" punctuation; such an employment of commas is not wholly in the early seventeenthcentury convention. The letters have been cut with a sharp chisel rather than with a blunt-pointed instrument such as had been used for the epitaph on the gravestone below. Photographic enlargements show that, while a professional perhaps did the cutting, the work is rather ordinary. Spacings between letters and between words are uneven and irregular; the letters differ in design, and the punctuation marks do not all appear to have been included in the original layout of the lines; that is, seemingly the proper spacing for them was not always provided and they were inserted afterward. Indeed photographic enlargements suggest that the question mark at the end of the first line, the commas after the third and fourth lines, and maybe one or two others within the lines are not quite in the same "font" as the letters of the lines. These are cut at an angle somewhat different from most of the other punctuation marks in the body of the inscription. The colons and the periods, however, appear from their po-

sition and spacing to have been a part of the original layout. One queries whether or not the question mark and some of the commas were subsequent insertions. On the other hand, the commas have some points in common. The use of "HOV," and "HAH," etc., is not against the original cutter; but "SIEH" for "SITH" (since) cannot well be overlooked, and "WITH IN" for "WITH-IN" is not in the better class of workmanship even in Jacobean times. It may be noted that, because of the limited space available, some dozen words are spelled in the abbreviated manner.

The content of this inscription is itself a Latin medieval inheritance. Its objective is primarily literary praise of William Shakespeare. At the very outset is the old Latin Siste viator ["Stay, passenger"]2 which appeared on so many old Latin monuments as a reminder, to youth in particular, of some notable or of some remarkable deed for them to emulate. The idea that hastening through life was less wholesome than proceeding in a "modest" (well-regulated) manner is a medieval one. So is the idea that Death had cut down William Shakespeare, since Nature always became envious of anything superior which man had made and out of envy would cut it down by death. (The same idea occurs in Romeo and Juliet, in the Capulet monument in which Juliet lies,

⁸ See chapter ci, above. This "Stay, passenger" is not infrequently found on monuments of the seventeenth century. In the old parish churchyard in Hamilton, Scotland, is an example. Four men-Parker, Gavin Hamilton, James Hamilton, and Christopher Strong-were martyred in Edinburgh. Their bodies were interred at Edinburgh, but their heads were buried at Hamilton on December 7, 1666. The last part of the monumental inscription reads:

"Stay, passenger take notice what you reads At Edinburg lie our bodies: here our heads. Our right hands stood at Lanark; these we want Because with them we swore the Covenant."

where Romeo declares that Death desired Juliet for his paramour.) "With in this monument" is not true to fact, for Shakespeare was interred in a wooden coffin under the pavement stones below. The remainder of the inscription is in definite literary praise of William Shakespeare. The key word is "SIEH" ("since"): All that Shakespeare has written leaves contemporary literature ("living art"), current drama (?), only

in 1623. The Chamber Accounts read: "To the Kinges Players for not playing in the Hall vj*." Conventionally this has been interpreted as Puritan Stratford's way of bribing the dramatic company not to play in Stratford. It should be remembered, however, that a dramatic company in that day was under the special patronage of some nobleman, whose name the organization bore and whose reputation the members were

[DOCUMENT 253]

[INSCRIPTION ON MONUMENTAL BUST OF WILLIAM SHAKESPEARE IN STRATFORD PARISH CHURCH]

IVDICIO PYLIVM, GENIO SOCRATEM, ARTE MARONEM, TERRA TEGIT, POPVLVS MÆRET, OLYMPVS HABET.

STAY PASSENGER, WHY GOEST THOV BY SO FAST?
READ IF THOV CANST, WHOM ENVIOUS DEATH HATH
PLAST.

WITH IN THIS MONVMENT SHAKSPEARE: WITH WHOME, QVICK NATURE DIDE: WHOSE NAME DOTH DECK Y TOMBE,

FAR MORE TEN COST: SIEH ALL, \dot{Y} HE HATH WRITT, LEAVES LIVING ART, BVT PAGE, TO SERVE HIS WITT.

OBILT AÑO DO' 1616 ÆTATIS: 53 DIE 23 AP^R

a page (a servingman who follows in an inferior capacity) to serve the intelligence of the master. Jonson, in his dedicatory poem in the First Folio, voiced the decadence of the drama. So, with Shakespeare, says the inscription, lifelike portrayals ("quick nature") of character died.

It cannot be certain that the King's Men did not have a part in the erecting of this monument. They and the London theater-goers, far more than the people of Stratford, knew of Shake-speare's literary work. Indeed, Stratford and John Hall were too rural and Puritan in spirit to appreciate Shakespeare's achievements in the London theater. And the King's Men were in Stratford

careful not to besmirch. A visit in Stratford for King James's players was not to be treated lightly. Perhaps the "for not playing in the Hall" was an official courtesy (excusing the company from the conventional requirement of playing before the city fathers in the hall) extended

Primarily, perhaps, because of the proximity of Warwick, Gloucester, and Coventry, where plays were often performed, Stratford was rather frequently visited by the traveling companies out of London. The Minutes and Accounts of the Corporation (edited by Richard Savage and Edgar I. Fripp, 1921–1930) show this. With clarion call and trumpet blowing, such a troupe, wearing the livery of their patron, entered Stratford and passed to the home of the High Baliff to request his permission to act at one of the local inns. In Stratford, the Bear and the Crown were the more conspicuous inns. If the Bailiff approved, as chief magistrate, having thus paid official respect to their patron and master, they exhibited their quality before him

by the Corporation of Stratford-upon-Avon. And perhaps the King's Men set up the Parish Church monument at this time or decided to set it up.

Moreover the monument was executed by one Garret Janssen, son of a Dutch tomb maker of the same name, of London. Janssen's shop was in Southwark, not far from the Globe. This Janssen had executed the John Combe monument, only a few feet from Shakespeare's, in the chancel of the Parish Church in Stratford, for which Combe in his will had left "three score poundes." Probably Shakespeare knew Janssen, and the King's Men likewise must have known him. In 1623, of his associates in the theater Kempe, Pope, Phillips, and Bryan were long since gone; and Richard Burbage had died more recently, in 1619. But Lowin, Gough, Tooley, Shanks, Underwood, Heminges, and Condell—these last two the editors of the First Folio-remained. One queries whether or not the same impulse that produced the 1623 First Folio does not account for the monument in Stratford Church; Leonard Digges's introductory poem to the Folio definitely mentions the "Stratford Moniment."

The Stratford monument and its bust were doubtless made in London and

and the Corporation in the Gild Hall. Anyone could attend the Bailiff's play free; but a collection was taken, and usually the Bailiff supplemented the sum from the Chamberlain's purse. High Bailiff Master Thomas Barber thus welcomed five dramatic companies to Stratford; and John Shakespeare, in 1568-69, welcomed two—the Queen's Men and the Earl of Worcester's Men. Succeeding Bailiffs not infrequently welcomed the players to Stratford; some eighteen or twenty visits are recorded.

Puritanism, however, for a time did not countenance plays. Daniel Baker, kinsman of Abraham Sturley, when High Bailiff in 1603, so disliked plays which were "far vnlike the plays and harmless moralls of former times" that in 1603 he secured a prohibition of dramatic performances by traveling players in the Gild Hall. This year of prohibition was long known in Stratford as "Master Baker's year." In 1612 the order to prohibit was renewed; but William Chandler, High Bailiff in 1617-18, broke the order and directed the Chamberlain, Richard Hathaway, who was William Shakespeare's nephew, to pay "ve" and later "iijs vjd" to traveling companies that came to town. True, Puritanism waxed stronger and stronger as a national movement until an English King's head was lopped off and the theaters were pulled down some twenty-five years later. But in 1623, when representatives of Shakespeare's London dramatic company, the King's Men, who had the royal patronage of King James I himself, were in Stratford, it is difficult to believe that the High Bailiff and Corporation did not give them official welcome and thus recognize their royal master and patron.

then transported to the Parish Church and set in place. The inscription on the monument likewise may have been of London origin. To Stratford folk William Shakespeare was essentially a landed gentleman. To London and to the King's Men, William Shakespeare was a well-known poet and a still more successful dramatist. Jonson had said, "for all time!" In the light of the evidence, it is difficult to conclude that the main impulse to erect this monument came primarily from Shakespeare's family.

The Stratford bust was not a cheap bit of work, nor was it even inexpensive. For the John Combe monument, young Garret Janssen had received £60; at least that was the sum assigned for it in Combe's will, which today may be seen in Somerset House in London. In 1591 the elder Janssen had received £200 for the tombs of Edward and John Manners (third and fourth Earls of Rutland) erected in the church at Bottesford in Leicestershire. The elder sculptor had died in 1611; but the widow and her sons, Garret and Nicholas, were continuing the work. In 1618 Garret erected the tomb for the fifth Earl of Rutland, Roger Manners, whose wife was daughter to Sir Philip Sidney, the order being given by Francis Manners, the sixth earl of Rutland, for whom Shakespeare and Burbage had made an impresa in 1613. The present Southwark Cathedral contains some of the work of Garret Janssen. True, portrait painting had not yet developed in England and effigy work still made use of color and paint in order to give natural semblance. Garret Janssen was a sculptor of this school. And by comparison with other such effigy work his products rank well. However, though Garret Janssen was first of all a tomb maker and not primarily a sculptor, in the Stratford monument the bust is an organic part of the monument and was conceived and executed as such. Dugdale (in a note in an almanac of 1653, for which see William Hamper's The Life, Diary, and Correspondence of Sir W. Dugdale, 1827, p. 99) asserted that "one Gerard Johnson [Janssen]" executed the Shakespeare memorial.

Concerning the bust itself, about which so much adverse comment has been written, the following conclusions may be stated with a reasonable degree of certainty: (1) Organically, the lifesize bust fits its architectural background, an arched niche of good white marble with black marble inlaid slabs, black marble columns with gold Corinthian caps on either side, and entablatures above and below, in the general Renaissance-Jacobean style. (2) Its material is not that of any other part of the monument; rather it is a soft limestone from Stroud, of a sort used in England in that period for colored monumental effigies. (3) The bust is one painted quite in Garret Janssen manner and quite in the conventional colored-sculpture vogue of the day. (The John Combe effigy exhibits the same general form of head and the very same gown.) (4) Since the bust was to be painted, the details of the face were intentionally not carefully modeled. (5) The bust and the cushion upon which the hands rest are of one piece. (6) The sculpture is far more satisfying in profile than in full front face. (7) The bust may have been recolored in 1649; it was recolored in 1748 by John Hall, a painter; it was painted white by Malone in 1793; and the paint was removed and the colors were restored in 1861 by Simon Collins. (8) It probably was not made from either a life or a death mask, for the eyes are open, while a mask of either sort is customarily made with the eyes closed. (9) H. M. Spielmann's description (The Title-Page of the First Folio of Shakespeare's Plays, a Comparative Study of the Droeshout Portrait and the Stratford Monument, 1924, p. 14) is that of a technician: "The painted face of the bust shows a glow of health usually to be seen only in sculptured effigies. The hair and beard are auburn; the doublet scarlet; the gown black; the falling-band white:

the cushion green above and crimson below; the cord and tassels gilt. The eyes are hazel gone dark." (10) The mustache is after the conventional manner of Dutch colored effigies of the period. The upper lip appears too long, but is normal. (11) The bust as a whole appears pudgy and too plump, shortnecked, and long-nosed, and has too high-arched eyebrows, as one views it from the chancel pavement eight feet below. (12) Just to what extent the original bust is a likeness of William Shakespeare can only be conjectured. No doubt, artist, friends, and family desired some degree of resemblance. The Martin Droeshout engraving prefixed to the First Folio, the only other authentic and contemporary likeness of the bard, in general strikingly confirms the bust: here again are the high, domelike, prematurely bald forehead, the high-ridged and long nose, the higharched eyebrows high on the frontal bone, the oval-shaped, smooth-shaven face, the hair bobbed at the ears, the small mustache and thin beard, the sharp and small eyes close together, and the too-short neck.

Certain further observations may be added: (a) The general pose and arrangement of the hands as for writingpen in the right hand and paper under the other-are after the orthodox manner of colored monumental busts of the period. In this respect there is nothing unique or even out of the ordinary in the Janssen finished product. John Stow's monument, set in 1605 in St. Andrew Undershaft in London by his widow, is after this identical manner. (b) The cushion on which the hands rest was a well-known monumental convention of the day. It was not a woolsack, symbolizing wealth. (c) While below the entablature on which the bust rests is the inscription, (d) above the second entablature (same width and above the niche) is the coat of arms of the Shakespeare family, quite correctly represented. No arms of any sort-not even the Arden arms—are impaled. (e) On either side of the coat of arms are two nude boys (unfinished, at the rear), the right one with an inverted spade in his

⁶Mrs. C. C. Stopes (also Sir George Greenwood) finally asserted that the present one is not the original one, just as Halliwell-Phillipps declared that the present epitaph on the gravestone is not the original.

⁸ This work contains many excellent reproductions of Shakespeare's likenesses; also excellent reproductions of the monument and the bust (Plates 5, 6, 9) and of the John Hall 1748 painting (Plate 16).

handrepresenting Labor and the left one with an inverted torch in his left hand and his right reiting on a skull, representing Reit. Their two nu le logic and their accounterments, including their lates, are tem oable. (f) On the very top is a helt overed skull.

In general drogn, in technique, in continuous, in continuous, in controller, in renterit, in rentiment, the whole in numeral is early resentered century. Observals the Stratford built was executed first and the Discolvent engraving record. All in all, the Stratford in numeral, in its day, must have been a highly acceptable memorial to William Shall espeare.

Folgre MS and ("The Greece Shakes spearers Manuscripts," in Hallwell-Halloppi Calendar of Shakespearers Emites, No. 42) es ntains materials telative to a planer cast, a painted likeness, and a colon-restoration of the Stratford lunt. There are in the personal autopraph of the Rev. Joseph George, who in 1746 was Master of the Stratford Grammar School. The manuscript consists of 26 theers of paper of different trees. Some of the letters are in control-copy form.

Since Mrs. C. C. Stepes in her Shales speciels Enriernment (1914, pp. 346-53) printed the Greene materials, which are complementary to the Folger materials, from Wheler papers in the Buthplace Museum but seemingly did not have access to what is now Folger MS 446, a digest of the Folger materials, and some letters, and other items are here given in full for the first time. Mrs. Stopes has questioned the authenticity of the Shakespeare bust, primarily on the ground of the dissimilarity of the engraving of the Stratford bust in Dugdale's The Antiquities of Warwickshire and that of the one now in the monument niche in the Parish Church. But Spielmann (op. cit., pp. 14 ff.) shows that Dugdale is sometimes inaccurate in matters of fact and of detail; and Dr. William Thomas, who re-edited Dugdale in 1730, complained of the antiquarian's inaccuracies. Indeed, Dugdale was often victimized by collectors and engravers.

Correspondence, notes of meetings, and a bill of announcement, of 1744. 1746, and 1748 in the Greene manuscripts show that during that period arrangements were made to restore the Shakespeare monument which "is through length of years & other Accidents become Much impaired and decay'd." The Corporation records show that as early as 1618 the chancel, likewee, was "rumous" and had to be repaired. John Ward, an actor of the period and the grandfather of Mrs. Siddons," played in Othello, given as a benefit performance for this restoration. Funds were raised in London; public subscriptions aided the enterprise. The artist who was being engaged to thale the restoration in colors was a Islan Hall. About this date, too, a monument of Shakespeare which Greene considered one of a man as old as "Mathurslah rather than a man of 53" was being placed in Westminster Abbey in Lendon, Clanderlinely, a month before the restoration of the Stratford monument was begun, the Rev. Joseph Greene to a the least from its resting-place and secretly made a plaster cast of the face. (The present editor understands that this platter east is the one on exhibition in the Folger collection.) The Rev. Joreph Greene's personal letter about this mask, written to his brother Richard Greene, an antiquarian, surgeon, and apothecary, of Litchfield, Staffordshire, gives an account of his act in 1748; the letter is dated October 30, 1773. The part dealing with the mould reads:

"In the year 1748 the Original Monument of Shakespear in the Chancel of Stratford Church was repair'd to beautified: As I previously consider'd that when that work should be finish'd no money or favour would procure what I wanted, namely a mould from y" carv'd face of the poet; I therefore, with a Confederate, about a month before the intended reparation, took a good Mould in plaister of paris from the Carving, which I now have by me, & if you will promise I shall have one plaister east from it (for y" materials & trouble of procuring which I will most willing pay,) the

mould shall become yours, & upon your mentioning in what manner it may be safely convey'd, shall with y' first convenience be sent to you.....

Your very affectionate brother Joseph Greene

From the same correspondence (not in chronological order in the Folger MS), it is clear that the mould was passed from brother to brother a time or so; and then, in a letter of February 28, 1787, the Rev. Joseph Greene wrote in to his brother Richard thus:

"..... I beg you will accept my sincere thanks for yo Cast of Shakespear's face, which is very neat and perfect, and seems to have been carefully taken. I question whether there is another mould of the same in being: I know there were no more taken from the Monument at the same time with mine; yet as thirty years foriginally in 1745] are now past since the operation, & I have not heard a syllable of any other Mould or Cast of the kind, since ye period mention'd, I believe ours may pass for a Unique, as the virtuosi term it, and Consequently he of no small estimation. Immediately after yo formation of this mould, the face of Old Billy our bard was new painted; so that 'till about an hundred years to come, an attempt for another resemblance will be quash'd with a noli me tangere, and the talling of a fresh masque from the Figure will not be allow'd upon any Consideration. "

In this same letter, the Rev. Joseph Greene gives his account of the painted likeness (19 by 13 inches) made of the Stratford monument by John Hall about 1748, which is reproduced in Spielmann's The Title-Page of the First Folio of Shakespeare's Plays, Plate 16. In 1910, the painting was in the possession of the Earl of Warwick. This portion reads:

".... About 40 years ago, an ingenious limner from Bristol, of the name of Hall, being at Stratford on a visit to an Acquaintance, M' West y' elder, if I mistake not, employ'd him to Copy the Original Monument of Shakespear in y' Chancel of Stratford Church, with its several Architectural decorations, such as its Columns, entablatures, &c. It is I believe exceeding difficult to make a painting in plano bear a desirable resemblance to a Bust in Statuary. My Conjecture may be wrong; but I

^{*}The original of the famous "The Tragic Muse" painted by Sir Johns Reynolds and now in the Huntington Art Gallery.

imagine the different points of view in which the prominent parts of Carving may be beheld by the Observer, according to his Change of Station, will vary the perspective of the features of the Figure; whereas the painting in plano can produce no such diversifi'd effect, but must have yo same fix'd fore-short'ning turn the picture how you will. This observation may perhaps in some measure account for yo Comparative dissimilitude of a painted head, oppos'd to a carved bust of the same person: What I have here advanc'd is indeed my Conjecture Only, which I humbly submit to your ingenious friend Mr Stringer's greatly superior judgment. This little painting of Our Great Bard in his Monument, which is executed only on pasteboard, seem'd in length of time to be disregarded by Mr West; for after it had been toss'd about & injured, not having any frame or guard to it, the old Gentleman, (ignorant I had one painted by Mr Grubb of Stratford,) without asking for it, freely gave it to me, & I have for a Considerable time had it in my possession. I have often had thoughts of sending it to you, Cou'd I have guess'd it wou'd be worth your Acceptance; but having lately Considered it is not so far damaged, as to prevent Mr Stringer's easily setting it to rights, I will send it to you as a small Gift, there being nothing wanting but yo Apex, or top part of yo Monument, weh way a human scull, now worn away with yo pasteboard. If I make this up into a small parcel, will it not be as safe a way as any, to send it by our White-Lion Stage-Coach, which Inns at yo White Swan New-Street-Birmingham: & direct it to you to be left at you Care of Cousin Guest Cutter & Toyman in New Street? "

That the restoration in color of the Shakespeare monument was carried out and that the work was done by one John Hall is evidenced by the Rev. Joseph Greene's letter, dated September 27, 1749, to a Berkshire clergyman. The letter, Folger MS 448, folios 15'-16', is here given in full.

Dear Sir,

When you was with me at Stratford, you impos'd me to talk, as to which I question whether I am capable of giving you full satisfaction.

You wanted me to inform you of what materials yo Original Monument of Shakespear in yo Chancel of our Collegiate church was compos'd. Having had, since I saw you, a favourable opportunity (never perhaps to be repeated,) of seeing & examining the figure of the Bard, when taken down from his niche to be more commodiously cleans'd from dust, &c; I can assure you that the Bust & cushion before it, (on which as on a desk this image-of our poet seems preparing to write,) is one entire lime-stone of a texture & solidity about equal to common marble, yet naturally of a blue-ish or ash-colour'd cast, which could be had from no quarry in our neighbourhood, except from a village call'd Wilmcote, a few miles from Stratford, & which kind of stone is generally us'd for paving Halls, or ground rooms; though a finer sort, which lies deeper in the same quarry, is truly a marble, & takes a polish sufficiently beautiful for chimney pieces, even for persons of high distinction.

The two columns which support the entablatures & ornaments above the Bust, as well as the interior tables of their pedestals, are of black polished marble, if not of jet. the Capitals & bases of the Columns, (which are of the Corinthian Order, & gilded,) are of common free or sand stone; and so are the two painted naked boys, emblems of Tragedy & Comedy, which sit one on each side y° upper Compartment which exhibits his Coat of Arms; as is also the scull, tho' not gilded, which forms the apex of the Monument.

There are two distinct entablatures; one directly over the Bust, yo other on a higher & more contracted range, over the Poet's Coat: Both these Consist of regular Architraves frieses & cornices, & were originally all of white alabaster a little vein'd with red; but the Old Architraves being much shatter'd & decay'd, it was thought proper to substitute new ones of white marble, which look at least as beautiful as the Alabaster, & fully answer the more material intention of strength'ning the Monument. In repairing the whole, (which was done early in yo current year by Contribution of yo neyborhood, care was taken, as nearly as could be, not to add to or diminish what the work consisted of, and appear'd to have been when first erected: And really, except changing the substance of the Architraves from alabaster to Marble; nothing has been chang'd, nothing alter'd, except yo supplying with yo original material, (sav'd for that purpose,) whatsoever was by accident broken off; reviving the Old Colouring, and renewing the Gilding that was lost.

If this Account in a tolerable manner answers my worthy old friend's inquiry, it will be no little pleasure to &c.

I.G.

On folio 23^r, Greene gives his transcript of the inscriptions both on the monument and on the grave below, as follows:

all in Great Letters

Iudicio Pylium, Genio Socratem Arte Max Sophoclem

ronem,

Terra Tegit Populus Mæret Olympus Habet.

STAY Passenger, why goest Hov by so Fast?

Read if Thov canst, whom Envious Death Hath Plast,

WITH IN THIS MONUMENT Shakspeare wiTH whome

Quick nature dide: whose name doth deck

Y Tombe

For more Hen cost, SITH all Y He HaH writ,

Leaves living art, but page to serve his witt.

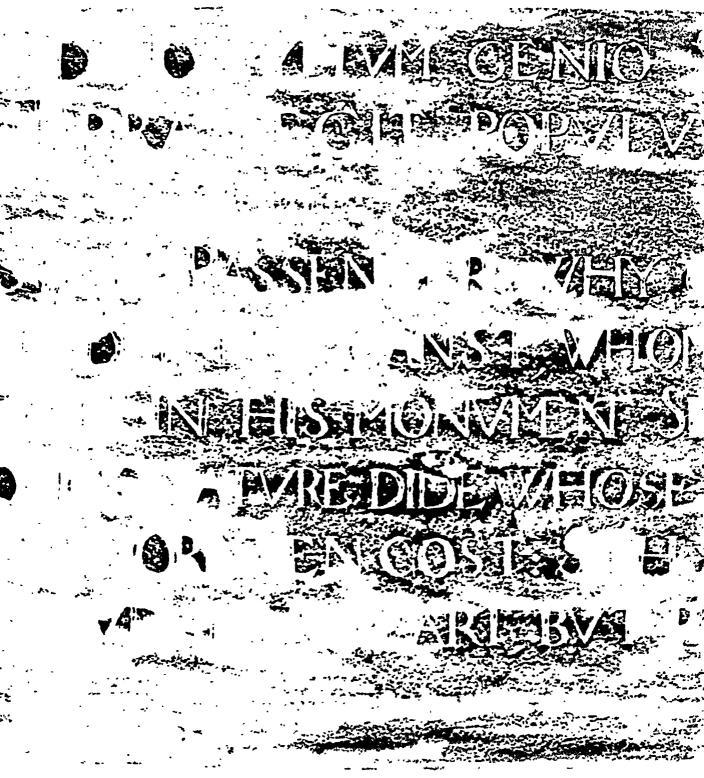
OBIT DO' 1616 ÆTATIS 53. DIE 23 AP.

On a flat Stone, within a step or 2 of yocharnel porch house door.

Good frend, for Iesus sake forbeare
To digg 'HE dust encloased HEare
Blese be Y man Y spares Hes stones
And Curst be He Y moves my bones.

x Sophoclem according to M^T Allen vice principal of Magdalen Hall.

From the Rev. Joseph Greene's letters and notes, written honestly, soberly, and clearly, it is obvious that he considers the bust (from whose face he made a mould and copy and upon which John Hall made restorations in color) to be the actual original placed in the niche by 1623. At no point does he give the least hint that any other bust was substituted; at no place does he indicate that the grave slab was removed and a new one



Inscription on the monument of

Dc=nt 253|

Shakespeare in the Stratford Parish Church,

	•	
		,

with a new version of the epitaph substituted. On page 19, Greene, writing to one "Mt I. S." about the Stratford bust, asserted that "there neither is nor ever was any genuine picture of Shakespeare." This suggests that the bust was not modeled from any original portrait of the bard. There is evidence, as Spielmann (op. cit., p. 25) correctly points out, that the monument, at some time, has been shifted a bit in its position; but, again, Greene makes no comment whatever about any such moving having taken place in 1748. He asserts: "nothing has been chang'd, nothing alter'd," for that was the order—"as like as possible to what it was, when first erected"-and understanding when John Hall was engaged to do the re-coloring and restoring.

In spite of the opinion of Mrs. Stopes and others, there is thus no evidence that (1) the present bust is a substitute for the original and that (2) the present colors are a fair approximation, after these more than three centuries, of the originals. Moreover, contrary to general belief, the bust proper has not been much chipped and broken—only parts of the fingers, and the nose not at all. The twentieth century is unaccustomed to

color sculpture. Indeed, after the long lapse since the colorful Renaissance, there is slight sympathy with it today. The Stratford bust may not be above the average in excellence of its kind in its day. The Stratford bust may not be a good resemblance of the bard. But this, with the Droeshout engraving, provides the only likeness of William Shakespeare known to exist. It deserves more consideration than the present century is willing to accord it.

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CVI

THE PUBLICATION OF THE FIRST FOLIO, 1623

carly 1624 a "complete collection" of the plays of William Shakespeare was issued in a large folio volume, the first complete edition of the works of an English dramatist published in the English language. True, Seneca's plays had been translated and published as a collection as early as 1581. True, too, Ben Jonson had edited and issued the Workes of Benjamin Jonson in 1616; but only nine of his then existing plays were in that volume. Of course, Jonson's volume was an innovation and provoked more

than its proper share of censure and criticism. It was not until 1647 that the large folio publication of the thirty-three plays of Beaumont and Fletcher was produced by Humphrey Moseley. Other volumes that may be cited are of much later date than 1623 and are collections in part only: 1632, Sixe Court Comedies by John Lyly; 1653, Five New Playes by Richard Brome; 1653, Six New Playes by James Shirley; 1655, Three New Playes by Philip Massinger; 1656, Three Excellent Tragedies by Thomas Goffe.

Folio publications, of course, were not

unknown in Elizabethan and Jacobean times. But they were not collections of plays. Holinshed's Chronicles appeared in two folio volumes in 1577 and 1578; North's translation of Platarch's Lives (copies in Huntington and Folger Shakespeare libraries) was issued in folio in 1579; Robert Jones's The First Booke of Songes and Ayers (copies in the British Museum and the Folger Shakespeare Library) was issued in folio in 1600; Florio's translation of Montaigne's Essays (copies in Huntington and Folger Shakespeare libraries) was printed in folio in 1603; and Ra-

leigh's History of the World was published in folio in 1614. Earlier important folios were: Caxton's History of Troy, 1475; Aesop's Fables, 1484, and Saxo Grammaticus, 1514; Gower's Confessio Amantis, 1532; Chaucer's Woorkes, 1532, 1561; and The Holy Bible (Bishops), 1568.

The attitude of the times undoubtedly had an effect on the publication of plays in collected editions. That poets, dramatists, librarians, and others did not in their own minds elevate the popular plays written for the popular theater to the realm of literature is evidenced by their comments: Common plays for the stage were ephemeral, mercenary, and utilitarian; they were trifles. Plays written in imitation of classical Greek and Latin models were considered literature; but common stage plays were not. Samuel Daniel fervidly exclaimed:

"God forbid I should my papers blot With mercenary lines

No, No! My verse respects not Thames nor theatres."

Plays had their essential value and their chief effect in being acted and not in being read as literature. John Marston, in his "To the Reader" prefixed to his 1616 The Fawn, asserted: "Comedies are writ to be spoken, not read. Remember, the life of these things consists in action." The dramatists did not themselves look upon their efforts as that of elevated and sustained literary expression. Many a page of Henslowe's Diary (edited by W. W. Greg, 1904-8) reveals the bargaining, the hack work, and the uncertainty of Elizabethan dramatic work. Kirkham said that Heywood's manuscripts were "written loosely in taverns" on odd sheets of paper. When John Marston's The Malcontent (1604) was surreptitiously published, he declared: "Only on [sic] thing afflicts me, to think that scenes invented merely to be spoken should be enforcedly published to be read." Jasper Mayne, when his City Match was published in 1639 in opposition to his most earnest wishes, asserted he "had no ambition to make it this way public, holding works of this light nature to be things which need an

apology for being written at all." John Webster considered plays to be most negligible in any possible literary value: "nos haec novimus esse nihil" he declared. Finally, very few Elizabethan quarto plays, not even Shakespeare's, were dedicated to a patron.

When in 1616 Ben Jonson braved the Jacobean reading public and published a folio of his plays, as the Workes of Benjamin Jonson, he precipitated a good deal of light comment, cynical disdain, and satirical gibe. He identified his plays as "Workes." Poems and essays were then obviously literary works, but not plays! Ben Jonson to some of his literary contemporaries was the acme of arrogance and impudence. Thomas Heywood, in his "To the Reader" prefixed to his The English Traveler (1633), exclaimed in scorn: "My plays are not exposed unto the world in volumes to bear the title of Works, as others." In the Wit's Recreation (1640) appeared the epigram:

Pray tell me, Ben, where does the mystery lurk,

What others call a play you call a work? Sir John Suckling, in his A Session of the Poets, voiced the same hostile attitude:

The first that broke silence was good old Ben,

Prepar'd before with Canary wine; And he told them plainly he deserved the bays,

For his were called Works, where others' were but plays.

Sir Thomas Bodley, famous founder of the Bodleian Library at Oxford, epitomized the Elizabethan low estimate of popular plays: "Were it so again that some little profit might be reaped (which God knows is very little) out of some of our play-books, the benefit thereof will nothing near countervail the harm that the Scandal will bring upon the Library. The more I think upon it, the more it doth distaste me that such kind of books should be vouchsased a room in so noble a Library." To Sir Thomas, contemporary plays were "baggage-books." John Heminges and Henry Condell, in the Dedication to the Earls of Pembroke

and Montgomery, thus very properly spoke of the plays in the First Folio as "trifles" and were quite justifiably apprehensive of their success. Shakespeare's plays issued in folio did not entirely escape leers and gibes. Conceits, Flashes, and Whimsies of 1639 apologetically declared: "One asked another what Shakespeare's works were worth, all being bound together. He answered, Not a farthing. Not a farthing said he; Why so? He answered that his plays were worth a great deal of money, but he never heard that his works were worth nothing at all." Captain Underwit, accredited to the dramatist James Shirley, commented:

Underwit. Shakespeare's worksl why Shakespeare's worksl They are plays.

In the light of the contemporary Jacobean, somewhat apologetic, somewhat hostile attitude toward the products of the theater, the issuing of thirty-six plays of Shakespeare in a large folio in 1623 was a daring venture in publication.

I. IMPORTANCE OF THE FIRST FOLIO

Since the First Folio was long considered the authoritative source for the text of Shakespeare's plays and since it is even now, of necessity, the only source for the text of the plays not published in quarto, the volume, in spite of the unsatisfactory state of parts of its text, must be taken seriously. In the Second Folio of 1632 and the first issue of the Third Folio of 1663, the collection was reprinted as it stood. Of the seven plays added in the second issue of the Third Folio in 1664 and the Fourth Folio of 1685, Pericles only has been accepted as Shakespeare's work. Thus, with that single addition, the original thirty-six plays set forth in the First Folio constitute the accepted canon of the great poet's dramatic product. Little has been added to it and little has been taken away. Heminges and Condell were in a position to know better than anyone else what plays to include in such a folio: They were, in 1623, the sole survivors (Burbage had died in 1619) of the original dramatic company of thirty years before; and they had had intimate association with William Shakespeare during more than twenty years of the dramatist's best productivity. Their critical judgment so far as inclusion of plays is concerned is today confirmed by scholarship.

Contrary to popular belief, the number of extant copies of the First Folio is relatively large. Virtually perfect copies, of course, are scarce—and expensive. Actually, however, the Third Folio is scarcer than the First Folio, though not so high priced. Sir Sidney Lee' listed some 172 extant copies of which about fourteen are in excellent or approximately perfect condition. America is especially rich in its possession of First Folios. It has been said that not a single perfect copy exists in the whole of England: the Grenville copy in the British Museum is, however, virtually complete and perfect. Each of eight American universitics-Columbia, Lehigh, Brown, Yale (Huth copy), Harvard (Rowfant copy), Williams, California at Los Angeles, and Texas—has a First Folio. Boston Public Library, New York Public Library (4 copies), Newberry Library at Chicago, Grosvenor Library at Buffalo, Pierpont Morgan Library at New York (3 copies), Library of Congress, and California State Library, Sutro Branch at San Francisco, are public and private libraries which possess copies. The Huntington Library at San Marino, California, has 4 copies - Devonshire, Bridgewater, Church, and Halsey (excellent). The Folger Shakespeare Library at Washington, D.C., has a total of 79 copies and scores of fragments.2 Among the Folger copies are the famous and virtually perfect Burdett-Coutts (Daniel) copy in the original binding, a second Burdett-Coutts (Sheldon) copy, the Jaggard-Vincent (Sibthorp) copy, and the Killigrew copy. The British Museum, the Bodleian Library, Trinity College and King's College at Cambridge, the Birthplace Museum, and the John Rylands Library have a number of copies each. The copies of the four Folios once owned by the actor John Philip Kemble are now in the possession of the Sloan Museum in London.

America has a generous supply also of Second Folios, of Third Folios, and of Fourth Folios.* The Folger Shakespeare Library alone has 58 copies of the 1632 Second Folio, 24 copies of the 1663-64 Third Folio (5 of them with the very scarce 1663 title page), and 31 copies of the 1685 Fourth Folio (one of which is untrimmed and is 914 by 14% inches in size). The Folger collection, thus, includes nearly two hundred of the several Folios. The Huntington Library has o copies of the Second Folio, 7 copies of the Third Folio, and 8 copies of the Fourth Folio. In other American repositories (private, public, and university) may be found a goodly number of the Second, the Third, and the Fourth

In the preparation of this study many First Folios have been examined including the Devonshire (Chatsworth) copy in the Huntington Library and the Jaggard-Vincent and Burdett-Coutts copies in the Folger Shakespeare Library. Descriptions are from the Folger copies, and materials quoted are from the Devonshire copy.

One of the very finest copies of the 1623 First Folio—perhaps the most nearly perfect of copies yet come to light—is the famed Countess Burdett-Coutts (Daniel) copy now the prized possession of the Folger Shakespeare Library, Washington, D.C. This rare Folio measures a generous "131% by 8" inches. While not absolutely perfect—no known First Folio is actually one

hundred per cent so—Sir Sidney Lee lists this copy in Class I, Section A, in which group are listed fourteen copies. Lee lists the volume as one of the very rare approximately perfect copies in that it is in excellent preservation and in virtually unrestored original condition. At the Burdett-Coutts sale, May 15–17, 1922, Henry Clay Folger purchased this choicest of extant First Folios through Mr. Rosenbach.

The provenance and the physical description of this copy are here reprinted directly from the Sotheby Catalogue containing the sales of items on May 15-17, 1922.

Shakespeare (William) Comedies, Histories, and Tragedies. Published according to the True Originall Copies, First Folio Edition, portrait by Droeshout, verses opposite, slight tear in blank margin of titlepage, a few small rust-holes occur and there are some small stains, which in one or two cases obliterate letters, f 2 (Henry IV) has a slight tear and small hole, bb 4 (Coriolanus) has some letterpress missed in printing owing to a fold, otherwise a fine, large and clean copy, diced russia gilt, chain borders, floral ornaments at corners, blue edges, by Baumgartner, with A. L. s of W. Pickering and auto. note of J. G. Rokewood inserted. Formerly (c. 1800) in the possession of Daniel Moore, F.S.A., who left it to William H. Booth; Booth bequeathed it to John Gage Rokewood, the antiquary, who sold it c. 1840 to the London bookseller, Wm. Pickering; it was purchased of Pickering by George Daniel in 1841, and was purchased at Daniel's sale in 1864 by the Baroness Burdett-Coutts for £716 25., the highest price any copy had then reached; preserved in a velvet-lined brown morocco book box, with lock and key sm. folio (131/8 in. by 8 in.). Printed by Isaac laggard, and Ed. Blount, 1623. [Colophon] Printed at the Charges of W. Jaggard, Ed Blount, I. Smithweeke, and W. Aspley, 1623."

The box, velvet-lined and bound in diced russia, in which the especially boxed Burdett-Coutts First Folio is contained, bears, on the front cover the following inscription: "This Box made To Contain the First Edition of Shakespeare, For Mr. G. Daniels [sic], And Bought With The Book At His Sale, July, 1864. For Miss Burdett-Coutts." In one of the Folger especially con-

A Census of Extant Copies with Some Comment on Their History and Condition (1902, published as a supplement to Lee's facsimile of the Devonshire First Folio) lists 158 copies. In Notes and Additions to the Census of the Shakespeare First Folio (1906), he lists 14 more.

²These fragments range from single sheets to groups of two or three plays. Some are mounted in albums, some are laid in books, and some are loose.

⁸ A good listing of Folios owned in America is given in Robert Metcalf Smith's The Shakespeare Folior (Vol. I, No. 2, 1927, of Lehigh University Publications, pp. 16-20), though the Folger 79 copies of the First Folio are not all included in this listing. See also Smith's The Variant Issues of Shakespeare's Second Folio, Vol. II, No. 3, March 1928, of the same series.

Sir Sidney Lee (Census of Extant Copies . . . , No. V, 1902) gives 8 by 12% inches as the measurement of this folio. The figures given above are from the physical description in the Sotheby Catalogue and agree with measurements made by the present author.

structed air-conditioned vaults, with constant temperature and constant humidity control, this priceless Burdett-Coutts First Folio is permanently housed; it is but one of the seventy-nine copies (some rather imperfect) possessed by the Folger Shakespeare Library.

The collations of this Burdett-Coutts copy of the First Folio is as follows: 9 preliminary leaves (printed separately) on which are the title page and the introductory materials; A-Z⁶, Aa⁶, Bb⁶, Cc², (152 leaves, numbered 1-303 with pages 276 and 304 blank); a-g⁰, gg⁸, h-v⁶, x⁴ (132 leaves, misnumbered 1-232); 2 unsigned leaves, ¶⁶, ¶¶⁶, ¶¶¹ (15 leaves, the second of which is folioed 79, 80, and the rest not numbered); aa-ff⁶, gg², gg (repeated)⁶, hh⁶, kk-zz⁶, aaa⁶, bbb⁶ (146 leaves, misnumbered 1-993 [for 399]), making a total of 454 leaves or 908 pages. The signatures, it may be observed, were not altogether

regular in their numbering.

In the Folger collection is at least one other copy of the First Folio that warrants attention—the one identified as the Jaggard-Vincent (Sibthorp) copy. It was purchased by the late Mr. Folger direct from the late Coningsby Charles Sibthorp of Canwick Hall, Lincolnshire. This Jaggard-Vincent volume, while very imperfect, lacking the leaf of verses and having several of the preliminary leaves badly damaged, is, in physical measurements, the largest known copy of the First Folio, measuring 83/4 by 131/2 inches (Lee, op. cit., No. LXXXVII). Moreover, some of its leaves still remain untrimmed. This copy is in the original calf binding and bears the crest of Augustine Vincent, Herald of the College of Arms. In it is written, near the top of the title page, in rather clear, bold hand, the following inscription: "Ex dono Willi laggard Typographi a. 1623." This presentation inscription has been held to be that of William Jaggard himself, who was thus presenting this supposedly very first copy from the press of the First Folio to his intimate friend Augustine Vincent. This is quite unlikely

⁸ Collation corresponds with that given by A. W. Pollard, Shakespeare Folios and Quartos, 1909, p. 108.

for the reason that William Jaggard was dead by November 4, 1623, and the Folio had not been issued at that date. Isaac Jaggard, his son, completed the undertaking. It is Isaac Jaggard's name and not that of his father William Jaggard that appears in the entry in the Stationers' Register for November 8, 1623, and on the title page of the First Folio. Moreover, paleographical examination of Augustine Vincent's handwriting shows that this presentation inscription "Ex dono Willi Iaggard Typographia". 1623" is in his own hand and not in the hand of William Jaggard.

II. THE PRELIMINARY LEAVES

As is usually the custom with first editions, the nine preliminary leaves of the First Folio were printed separately from and probably after the main part of the volume. From the number of leaves it is obvious that four sheets were folded to make eight leaves and that one leaf must be a half-sheet. Such a group of folded sheets and one half-sheet made possible, when placed within one another, a wide variety in the arrangement. Sometimes a given sheet was folded the wrong way, with the result that a still further variation appeared in the order. The original varying arrangements certainly have been increased by shifts in order when leaves became broken at the back and when the volumes have been rebound. Most of the copies of the First Folio are rebound copies.

One of the most frequently occurring orders, and one which it is believed will be established as the intended order, lists the preliminary materials as follows:

- 1. Jonson's "To the Reader," verso
- 2. Title page and Droeshout engraving, recto
- Dedication to Pembroke and Montgomery, recto and verso
- 4. "To the great Variety of Readers," recto
- 5. Jonson's poem "To the Memory," recto and verso
 - 6. Holland's poem, recto
 - 7. Digges's and I. M.'s poems, recto
- 8. "The Names of the Principall Actors," recto
 - 9. Catalogue of plays, recto

This order is the one presented by George Watson Cole in his "The First Folio of Shakespeare, a Further Word regarding the Correct Arrangement of Its Preliminary Leaves," and in William Lowndes's Bibliographer's Manual. It varies from that suggested by A. W. Pollard in his Shakespeare Folios and Quartos.

This is the order, too, in such rare copies of the First Folio as the Jaggard-Vincent copy in the Folger Shakespeare Library, the three copies in the Pierpont Morgan Library, New York, the Lenox copy in the New York Public Library, the Huth copy at Yale, the Robert Hoe copy, the John Carter Brown copy in the Boston Public Library, the copy in the Newberry Library, Chicago, and the copy in the Library of Congress.

On the other hand, such notable copies as the Burdett-Coutts (Daniel) copy in the Folger Shakespeare Library, the Grenville copy in the British Museum, the copy in Oriel College, Oxford, and the Killigrew copy in the Folger Shakespeare Library have leaves 7 and 8 after the "Catalogve," and that order is the one accepted by A. W. Pollard (Shakespeare Folios and Quartos, 1909) as the intended sequence. Again, such excellent First Folios as the Devonshire (Chatsworth copy used by Sir Sidney Lee for his 1902 facsimile) and the Halsey copies, both in the Huntington Library, have the folded sheets placed within each other, that is, leaves 7 and 8 are between leaves 4 and 5, thus giving still another arrangement of the materials. A slight modification of the arrangement of the nine preliminary leaves of the Devonshire copy is the one used in the 1632 Second Folio. While this arrangement places the "Catalogve" of the plays on the last leaf, the sequence of the other material is less desirable in that the poems in praise of Shakespeare are separated.

Examination of the folds in loosely bound copies and of the watermarks on the paper has revealed the arrangement in which the leaves are combined. Although the leaves have frequently been

^{*}Bibliographical Society of America, Proceedings and Papers, II (1908), 65-83.

broken from their companion leaves, loosely bound copies like the Turbutt copy⁷ in the Bodleian Library disclose the fact that leaves 1 and 9, 3 and 6, 4 and 5, and 7 and 8 each are formed from separate sheets. The single leaf or half-sheet is the leaf with the title page. This arrangement of the pairs of leaves is found to be valid when watermarks are examined. One of each pair of leaves in a folio volume should bear watermarks, and leaves 4, 6, 8, and 9 are watermarked.

No mention has been made of one bit of bibliographical evidence which is very important in establishing intended order, namely signatures and catchwords. In this particular case, the latter are of no assistance whatsoever, since each leaf is complete in itself and the versos are usually blank. The only two catchwords in the nine leaves, "vnto" on leaf 3 and "Of" on leaf 7, appear on the rectos of leaves which have material carried over to the versos.

Signatures are few: "A2" on leaf 3 and "A3" on leaf 4. That leaf 1 has no signature is not surprising; frequently the first leaf of a gathering did not have a signature. The signature "A2" on leaf 3 is what we should expect when we remember that leaf 2 is an inserted half-sheet. Leaf 3 is really the second sheet of the gathering, and leaf 4 with its signature "A3" is really the third leaf.

This is the original Bodleian copy called the Turbutt copy because of recent ownership. In 1610, Sir Thomas Bodley had made an agreement with the Stationers' Company by virtue of which a copy of every new book published in England was to be deposited in the Bodleian Library. Accordingly, a copy of the First Folio, in unbound sheets, was sent to the Library, and was bound and chained in the Library. When, in 1663, a Third Folio was likewise deposited in the Bodleian, the authorities considered it a duplicate of the 1623 First Folio and disposed of the earlier worn copy. That worn copy passed into the possession of the Derbyshire family; and in 1906 it was purchased for £3,000 (\$15,000 for the Bodleian, where it is now pointed out as one of its choice possessions. The much-worn condition of Romeo and Juliet, especially the page containing the balcony scene, is evidence that young Oxfordians were readers of Shakespeare and were not immune to the appeal of love scenes. See Madan's The Original Bodleian Copy of the First Folio of Shakespeare (1905) for the complete history of this copy of the First Folio.

^aGeorge Watson Cole, op. cit., p. 75, suggests that the title page was placed on the half-sheet for convenience, since it contained both letterpress portion and the copperplate portrait, each requiring a separate impression.

The order of leaves 1, 2, 3, and 4 is thus established. There is now a choice. Leaf 5, companion to 4, may be placed next, or the sheet forming leaves 7 and 8 may be inserted. The latter is the order in the Devonshire Folio. However, had the plan for the book intended leaves 7 and 8 to occupy this position, it is highly probable that a signature "A'" would have been used on leaf 7. Furthermore, this order has the disadvantage of placing the poems by Digges and I. M., two very minor persons in the contemporary literary world, before the laudatory verses of Ben Jonson, and this is highly untenable. It also has the disadvantage of inserting the leaf containing the names of the actors (leaf 8) in the midst of leaves containing poems in praise of the author instead of in its logical position near the catalogue of plays. Consequently, it seems probable that leaf 5 was intended to follow leaf 4.

The sheet forming leaves 7 and 8 can now be placed between leaves 5 and 6, or between leaves 6 and 9, or after leaf 9. The position between leaves 5 and 6, which is the order in the Turbutt copy, has the disadvantage of placing the names of the actors between leaves with poems praising the dramatist. And, if the intended order had been to place the sheet after the catalogue, the printer would, in all probability, have given * or ¶ as a signature to indicate a position outside of the gathering. Hence, the position between leaves 6 and 9 seems to be the most logical. The relation of the leaves to each other and their probable order are shown in the accompanying chart (p. 552).

The appearance of signatures on only the second and third leaves of the gathering (leaves 3 and 4) and the position of leaves 7 and 8 have led scholars to believe that it was at first intended to have a ternion instead of a quarternion for the preliminary material. Pollard (op. cit.) suggests that it may have been planned to print the poems by Digges and I. M. on the verso of leaf 6 but that, because there was some difficulty about the material and it was necessary to add another sheet, a companion half-sheet was compiled containing "The Names

of the Principall Actors" and the socalled second title.

A. Ben Jonson provided the "To the Reader," specifically directing the attention of the prospective purchaser to the likeness of Shakespeare printed on the title page opposite it. The ten-line poem, in couplets, is conventional: it contains the platitudes and conceits of other such similar commendatory poems. In Jonson's day this sort of poem recommending a portrait was more or less de rigeur. Its four conceits occur often in Medieval-Renaissance verse: The first was that the personage so honored was of a quality higher than common folk; hence "This Figure [design, likeness] here put [placed conspicuously], It [reemphasizing the word "Figure"] was for the gentle [noble-born] Shakespeare cut [engraved]." The second conceit was that Nature was always jealous of man's endeavors - particularly when man's artistic products equaled or surpassed Nature there was strife, conflict, contention, and actual endeavor on the part of Nature to frustrate the artist. The third conceit is that if an engraver could draw a great artist's intelligence in brass, then the printed engraving would surpass anything ever written in brass. The fourth conceit is that the reader must look to find Shakespeare's intellect in the content of the book itself.

The poem, outlined with a plain rule border very close to the type, reads:

To the Reader.

This Figure, that thou here seest put, It vvas for gentle Shakespeare cut; VVherein the Grauer had a strife vvith Nature, to out-doo the life: O, could he but haue dravvne his vvit As vvell in brass, as he hath hit Hisface, the Print vvould then surpasse All, that vvas euer vvrit in brasse. But, since he cannot, Reader, looke Not on his Picture, but his Booke.

B. I.

Long before Ben Jonson wrote the couplet,

VVherein the Grauer had a strife vvith Nature, to out-doo the life:

this idea had been employed again and again. Shakespeare himself, more than

thirty years before, in *Venus and Adonis* (lines 289 ff.), wrote

Looke when a Painter would surpasse the life,

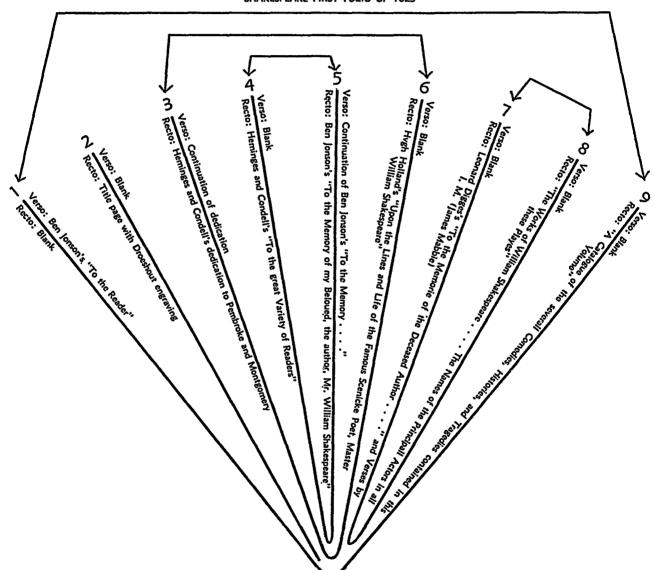
In limming [limning] out a well proportioned steed,

His Art with Natures workmanship at strife

anchthon (1526); Philippe de Leu's engraving of Montaigne (1595); George Glover's engraving of Captain John Smith (1617); Crispin Pass's apostrophe to the engraver of a portrait of Francis Bacon; verses (1618) accompanying Simon Pass's engraving of Lancelot Andrews (Bishop of Win-

of Sir Godfrey Kneller's work; and Richard Cumberland's compliment (epilogue to *The Brothers*, 1769) to Sir Joshua Reynolds on his "Garrick between Comedy and Tragedy." Thus there was nothing new and original about Ben Jonson's commendatory verse on the Droeshout engraving ex-

THE ARRANGEMENT OF THE PRELIMINARY NINE LEAVES IN THE SHAKESPEARE FIRST FOLIO OF 1623



Other parallels could be cited from lines accompanying Dominico Girlandaio's portrait of Giovanna Tuornabuoni (1488); Albrecht Dürer's print of Mel-

chester, and editor of the 1611 King James Bible), as well as a second inscription (1657), under Bishop Andrew's portrait; John Dryden's praise

cept that it was crisper, briefer, and more epigrammatic than many others containing the same idea—Jonson's version did reflect his individuality. B. The title page on the recto of the second leaf of the First Folio appears to have been prepared especially to catch the attention of the prospective buyer.

It, especially the head title, emphasizes four very definite items: (1) "Mr. William Shakespeare"; (2) "Comedies," "Histories," and "Tragedies"—not "Plays" and not his "Workes"—grouped and emphasized just as in

monumental bust or title-page engraving of the period. Modern photography, with its emphasis upon detail and exact similitude, had not yet influenced the art of the engraver or the sculptor. Ben Jonson's conventional adulation of the engraving in his "To the Reader" aside, Droeshout's product could not have totally misrepresented William Shakespeare. Inadequate it was, no doubt;

[DOCUMENT 254]

[TITLE PAGE OF THE FIRST FOLIO, 1623]

MR. WILLIAM / SHAKESPEARES / COMEDIES, / HISTO-RIES, & / TRAGEDIES. / Published according to the True Originall Copies. / [Portrait signed by] Martin Droeshout: sculpsit London / LONDON / Printed by Isaac Iaggard, and Ed. Blount. 1623.

the entry in the Stationers' Register for November 8, 1623; (3) "Published according to the True Originall Copies"; (4) the Droeshout engraving. Emphasis upon these items on a title page was virtually unique in Jacobean publishing. The title page is here given as Document 254. A facsimile of the title page from the Burdett-Coutts (Daniel) copy is reproduced also. Isaac Jaggard and Edward Blount are the only men mentioned in the imprint. (It is definitely known that others were concerned in the project, but this matter will be discussed later in connection with the printing of the Folio.)

The Martin Droeshout engraving, measuring 61/4 by 71/2 inches, was clearly intended to present to the prospective buyer or reader a likeness of William Shakespeare. It is noticeably large for its kind in Jacobean publishing. The Garret Janssen bust in the Stratford Parish Church probably was executed and set in place before Martin Droeshout executed his engraving. Each can claim to be one of the earliest known likenesses of the dramatist. Neither was a work of exquisite art; but each merits more sympathetic analysis and commendation than has generally been accorded it. Equally damning praise can be directed against almost any other

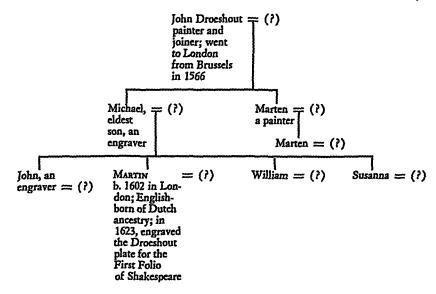
but it was an Elizabethan attempt to "set forth" the popular dramatist of the day.

Martin (Marten) Droeshout was a descendant of a Dutch family of that name who were painters and engravers of more or less second-rate artist-craftsman excellence. None of them

table of this Dutch family, utilizing Dr. Lionel Cust's researches among the records of the Dutch church at Austin Friars, shows the hereditary interest of the family in graphic arts.

Martin Droeshout's engraving of Shakespeare was probably one of his earliest endeavors and was produced when he was not yet of legal age. Later he produced engravings of Fox, the martyrologist; of Richard Elton; of John Hanson, the Bishop of Durham; and of Lord Mountjoy Blunt. Others of his products were: "The Prophecies of the Sybills," twelve in number, the fifth of which, "Sybilla Samia," manifests the same lack of perspective that appears in his engraving of William Shakespeare; and "Seasons," four in number. Virtually all of Droeshout's work shows the same artistic defects. He was an engraver after the conventional manner and not a creative artist.

The question has been raised how and why the commission for the engraving was awarded to young and relatively inexperienced Martin Droeshout. Certainly it was not, at that date, out of recognition for his high professional and artistic achievement. If Aubrey's



ever wrought greatly. Martin's grandfather, John Droeshout, a Flemish painter and joiner from Brussels, went to London in 1566. A genealogical

* Pronounced Droos'-hout.

manuscript comment that Shakespeare "was a handsome well-shap't man" is correct, the Droeshout engraving does not very effectively convey that fact. Yet Ben Jonson praised it as a good

SHAKESPEARES

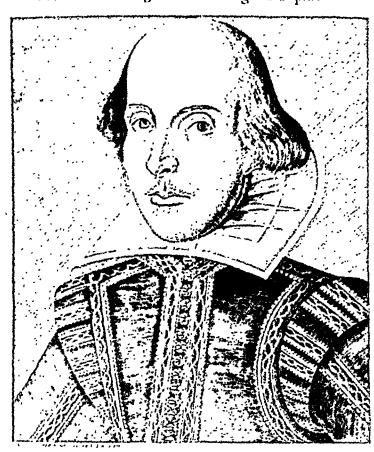
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LO.NDO.N Printed by Isaac Inggard, and Ed. Blount. 1623

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[Document 254]

Tule page of the Burdett-Coutts copy of the First Folio in the Folger Shakespeare Library, Washington, D.C.

ran ar y de la fire fire fy et y * or the contrate Her Justice of our land of a mile or or thought and on the of Programme and the first and the second property of the State of the state Spring State grant 1865 girg sammar Sing of Spring State State and Spring The state of the s فركم دوادات وجوانات والأعماج بالواجع بالأخالة والأنباء والأراجي ويهاجي ويتحاج الإرابي فيها Western Berger British Comment english begin and leading the consequence State of the square of the square of the same a mage of the graph of a regarder and the comment of th from the self section of a few times of Birth of the Charles above the والأجراء المحارة الإساعي حرومها والمنورة age of a contract of the same Painers of Form Street evil ; apple of the control of the property of the property of and the control of the second con-\$ Leave 224" " \$ " " 24 --- 24 gent have a seguence of a ودامل الأدامات بروائز لايانيا والمرابع المرازية graph to the committee age of the profession to وير جهاد او احم و کار در انوروه يا ويوس و د د and the property of the second experience of the second THE PROPERTY OF THE SERVE

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Third Felio (1663, 1664): (1) print

on the whole darker, coarier, and now all of leading (a) thatp white line in the right even but in the left one only a white sport. The steep print is virtually identically all off a terms are made at the steep print is a more care, as parently, was exercised in the inking.

Forest Police (1964): (1) consider of extensional statement and entity of extensional statements, beard, all sets others, background and drapery of me termining unchanged; (3) lower by especially intensioned, with the resist that the morth is larger and uplier; (4) are and lifeld extenders wholly lacking the face heavy, the white spot in the Coeles Little more accontinated, and the resistent shaped light under the right extension the whole print distorted by the resistations.

The engined wavelent used in these street at us, attraction and attraction has gence been found. No doubt it was I up any destroyed. It is rather to be we obsert that it was still in existence e er erte in angen (1622-1664) after it was first sued. The Droeshout engraving was the prototype for William Marvisite engraving med as a frontipiece to the the Persy liv William Shakespeare, and the prototype for William Faitherne's engraving used as a frontispiece to the 1/22 Rape of Lucrece. Only five copies of the Faithorne engraving are at present known; the Folger Shakespecie and Huntington libraries each has a copy. Posh Marshall and Faithorre had the likeness face to the right eather than to the left as in the original Drombout. And on each there is more of a smile than on the original Drocs-

detail rather than of general effect."

Some of the oft-repeated criticisms of the Droeshout engraving are not based upon a sympathetically critical familiarity with the conventions of the engraver's art and practice during the first quarter of the seventeenth century. The general woodenness and lack of warmth

hout. Other variations were matters of

ting you paid then be used in it is ambout signify the electronic eight and the too from the right pay the pairs of the part.

[&]quot;Good facilities of the several artistic variations of the Directions plate by several engravers and painters are in 11. M. Spielmann, The Title-Page of the First Ioles of Shakespeare's Plays (1924).

in the Droeshout print may be seen in almost every other similar engraving of the day, whether English or Continental. The British Museum and the National Portrait Gallery have hundreds of engravings of the period; and, while they vary in degree of excellence, virtually all of them, from a modern point of view, lack elasticity, warmth, and humanness. On this ground alone the Droeshout engraving should not be condemned. The general lack of symmetrical proportion among the organic parts -head, wired band, drapery (body)appears again and again in engravings of the time. In very many the head is too large for the body and the wired band is awkwardly out of proportion and inartistically placed.

Critics cynically point out that the likeness has no neck! And that is obviously the fact. Moreover, Jacobean artists, seemingly because the task was so difficult, habitually did not paint the human hand, either omitting it altogether or else covering it with drapery. Likewise contemporary engravings frequently lack a genuine connection between the head and the body. Here the wired band hid all semblance of a neck. True, Droeshout's engraving is not very happy in its use of the wired band; with no neck effect, the head appears pulled far out of the shoulders. In The Writing Schoolemaster or the Anatomic of Faire Writing (1648) by John Davies of Hereford, a pen-made likeness (perhaps by Davies himself) of that author exhibits a virtually identical arrangement of the organic parts; the engraving itself is dated 1631.

A further criticism leveled at the Droeshout engraving is that the right and left shoulders, the shoulder "wings," are totally different from each other in design and plan. True again. Baconians¹¹ have pounced upon this fact to prove their contention that the legal-minded and prose-minded Francis Bacon wrote the very highly poetic plays which posterity has accredited to Shakespeare. But the Droeshout engraving

is not peculiar in this respect. In the likeness (1631) of John Davies of Hereford cited above appears this same awkward difference in design between the right and left shoulders. In Zucchero's engraving (1590) of Sir Walter Raleigh, one finds the same strange dissimilarity. In the likeness (1597) of the Earl of Essex in the national Portrait Gallery it occurs again-only the arrangement of the designs on opposite shoulders is the reverse of that in the Droeshout engraving. In the Van Somer portrait of Francis Bacon, the design of the right shoulder and sleeve is not the same as that of the left shoulder. And in the 1660 collection of letters made by Sir Toby Mathews, an engraving of Sir Toby executed from a bust by "Iames Gammon sculp" has a like awkward dissimilarity between the designs of the two shoulders. Even R. Dunkarton's engraving (1811) of the Janssen portrait of Shakespeare has no neck and has the same inartistic unlikeness between the two designs of the shoulders. In the National Portrait Gallery, in a likeness of George Carew the Earl of Totness and in Van Somer's portrait of Henry the Prince of Wales, such opposite designs in the drapery of the two shoulders again may be seen. Certainly Martin Droeshout, in executing the Shakespeare engraving for the First Folio, was in this respect quite in keeping with the practice of other and more renowned engravers and painters of the period.

A final general criticism of the plate is that the whole was but a combination of (a) a stage mask, (b) a stage wig, and (c) a crude doublet of which the right front lapel and (instead of the opposite left lapel, because it chanced to be soiled) the rear "wing" of the right sleeve were used. Sir Edwin Durning-Lawrence (op. cit.) was insistent on this point. He held that the heavy dark line in the engraving which differentiated the right side of the subject's jaw from the neck was definite evidence and proof that the model was only a mask. He asserted further that the absence of the neck was directly the result of placing the mask and the wig on a stick

and thrusting it, not far enough, into the opening for the neck in the old doublet. In the light of contemporary examples (cited above) in which there was obvious absence of a neck, Sir Edwin's hypothesis of the stick is superfluous. There is not one scintilla of evidence that masks, after the ancient Greek fashion, were employed on the Elizabethan and Jacobean stage. Moreover, in the Droeshout engraving the wig is an integral part of the supposed mask. Other engravings of Shakespeare's day show such an intensified line between the line of the jaw and the neck to have been conventional.

A critical examination of the prints of the Droeshout engraving in the First Folio—the supposedly early run-offs on the printing press while the engraving was still but little worn-reveals some of the pertinent defects of the facial likeness. (1) In the prints, the lighting comes from at least four, perhaps five, different directions. One notes that there is an unusually large round white spot, all too conspicuous, on the upper middle forehead; a curiously intensified half-moon-shaped white space under the right eye; a lightness on the rise of the nose; a light space below the left eye, but too much shadow on the right side of the nose. The consequence is that the whole likeness has a stiff, stagy effect, the face appears spotty, and the entire upper part of the head is bulbous. (2) The Dutch-cut hair is not symmetrically balanced. (3) The small (too small for the face), overemphasized Cupid's-bow mouth is curiously awry, for whereas the general likeness is about three-fourths face, the mouth is nearly full face. (This is very noticeable if one covers the entire upper face with a sheet of paper and then slowly pulls it down over the forehead, eyes, and nose, and then over the mouth. The center dip in the upper lip is directly below the right nostril. This gives the face the effect of being twisted a bit out of the perpendicular.) (4) The two-day growth of stubby beard on the lower chin and on the right jaw makes that side of the face proportionately heavy. (5) Additions to the original small neat mus-

¹³ Sir Edwin Durning-Lawrence in Bacon Is Shake-speare (1910, Plates VIII, X, XI) especially points out this discrepancy.

tache make for an ill-groomed effect. (6) The malformed right car tends to overbalance that side of the head.

The earlier "Proofs" of the Droeshout engraving—which antedate the final print found on the title page of the First Folio-merit careful consideration. There are some four known to date: (1) the Halliwell-Phillipps "Unique Proof" in the Folger Shakespeare Library; (2) the British Muscum "Proof" in a copy of the First Folio secured from Quaritch; (3) the Malone "Proof" in the Bodleian Library; and (4) the Lilly "Proof" in a copy of the First Folio which Sabin told H. M. Spielman he purchased in 1911 at Sotheby's in London and which, in 1913, he sold to an American collector for £2,700. The Sabin Folio had a canceled leaf in the matter preceding the play Troilus and Cressida. The present

location of this copy is unknown. The "Unique Proof," discovered by Halliwell-Phillipps in 1864, was purchased at the time for £100, and in time was sold to Marsden J. Perry of Providence, Rhode Island, who in turn sold it to Henry C. Folger. From a specially prepared photograph of the original, this "Unique Proof" has by special permission been reproduced as the frontispiece to Volume I of this work. Details presented in this analysis are direct from a firsthand examination of the Folger Halliwell-Phillipps "Unique Proof." Critical estimates of it have heretofore been made from photographs (supplied to the Birthplace Museum and

to H. M. Spielmann) only. Evidence that the present-known "Proofs" of the Droeshout engraving are not a forgery, as has been hinted, is to be found in the fact that some eighty years before Halliwell-Phillipps discovered his "Unique Proop" in 1864, an unidentified engraver, probably E. A. Ashbee, had executed from it a plate which

was used in Bathhurst's edition (1773) of Shakespeare and in Reed's edition (1785) as well. Below the print appeared the well-known lines by Ben Jonson. And below these lines was affixed: "Engraved from the original Portrait prefixed to the first edition of his Works, 1623, the only one which has any pretension to authenticity." Even a casual examination of this engraving in Bathurst or in Reed will readily show that Ashbeet used for his model the "Unique Proof" and not the 1623 print of the Droeshout engraving: (1) there is no shadow on the wired band; (2) the mustache is small; (3) there is no twoday growth of beard; (4) there is no light shadow on the hair at the right

where it springs from the head. The Halliwell-Phillipps "Unique Proof' is on an original title page (trimmed on each side but not so as to encroach upon either the engraving or the printing), from which the imprint at the bottom has been cut away but which has the original title still intact at the top of the sheet. This "Unique Proof' is not an organic part of any known First Folio; that is, it is an unattached title page. Obviously it is a printer's trial proof page.

A critical examination of the "Unique Proop' reveals three important items: (1) it represents the Drocshout engraving in an earlier form than that actually used in the printing of the title pages for known copies of the First Folio. (2) The words and type of the title ("MR. WILLIAM SHAKESPEARES COMEDIES, HISTORIES, & TRAG-EDIES. Published according to the True Originall Copies") are not centered on the Page, the letters are not evenly placed and spaced, and the whole

(not including the spelling) is in need of "correction," And (3) a colon, and not a period, appears after the final word "Copies." This colon appears in no other known copy. H. M. Spielmann (op. cit., Pp. 40 and 41) suggests that

18 A fairly good reproduction of the Ashbee engrav-ing is on Plate 35 in The Title-Page of the First Folio ing is on Plate 35 in The M. Spielmann. Ashbee's of Shakespeare's Plays by H. M. Spielmann. only 41% has one of Shakespeare's Plays by H. M. Spielmann. only 41% has one of the man the original. Shagespeares shays by M. M. Spicinania. Ashoess spraying was smaller than the original, only 4½ by M. Shahar in since

51/2 inches in size. 17 See note to table below.

this colon alone gives precedence to the Folger "Proof" over the Malone and the British Museum "Proofs"; that is, the Halliwell-Phillipps "Proof" is actually unique. Further, the British Museum "Proof" is now a part of a First Folio, and the Malone "Proof" is mounted on an eighteenth-century title page.1 "Proof" is

The British Museum "Proof" but lighter than the Malone "Proof" but not so light as the Halliwell-Phillipps "Unique Proof." Whether or not the
British Museum "Proof" is a fellow of the "Unique Proof" cannot be asserted with absolute certainty. Certainly the British Museum "Proof" is in much better condition than the Malone "Proof"; and it virtually shares equal honors with the Halliwell-Phillipps "Proof." A further comparative analysis of the

three available "Proofs," however, needs to be made. The three have most details in common, but the Malone "Proof" has some differences which, unless they are all accidental additions or injuries, make for its being a later "Proof" than the Halliwell - Phillipps. Similarities common to the Halliwell-Phillipps, the Malone, and the British Museum "Proofs" and the differences in minutiae between the Halliwell-Phillipps and the Malone "Proofs" are worthy of special

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The details and characteristics similar in or common to all three "Proofs" are: (1) a roundish, plump face, a bit long, with a bulbous forehead accentuated by the large white spot of light in the upper middle part; (2) three-fourths front view, with the mouth too far to the right, as if nearly full front view; (3) Dutch-cut hair; (4) the light improperly coming from four or five different directions; (5) high-arched eyebrows; (6) prominent but too small eyes, set

a little too close together; (7) a rather prominent, sharp, straight, long nose, which, with the high-arched eyebrows and narrow eyes, gives it a hatchet effect; (8) a rather small, distinctive, Cupid's bow mouth; (9) a small and delicately

¹⁴ Spielmann ("Shakespeare's Portraiture;" Studies in the First Folio, 1924, P. 40) reported that he had in the First Folio, 1924, p. 41) proof; but for good "discovered the owner of the Lilly proof; but for the public reasons he wishes to remain unknown for the ouscovered the owner of the Lifty proof; but for good public reasons he wishes to remain unknown for the

present.

15 Halliwell-Phillipps, Calendar of Shakespearean
15 Halliwell-Phillipps, Calendar of Title-Page of
16 Rarities, No. 220; also Spielmann, The Plates 22, 23, 28.
16 First Eastern Calendary of Plates 22, 23, 28. rearmes, No. 220; also Spielmann, 1 ne 1 me-rage of the First Folio of Shakespeare's Plays, Plates 22, 23, 28.

¹⁹ Spirlmann, op. cit., Plates 24 and 25. Plate 25 presents entire title page. 39 Ibid., Plate 27, where it is reproduced. m Ibid., Plates 24, 25.

formed mustache; (10) no beard effect on the right side of the face; (11) no shadow on the wired band on the right; (12) a sharp, heavy, dark line of demarcation along the right jaw to differentiate the jaw from the neck; (13) the same wired band; (14) the absence of any neck, with the head too far from the body; (15) the same drapery on the body, with the same difference between the shoulder "wings"; (16) head too large for the body; (17) wired band too large, and too far to the rear and to the right, for both head and body; (18) the whole somewhat lacking in warmth; (19) the same bony structure of the face; (20) a malformed ear on the right.

The nice points of difference between the Halliwell-Phillipps "Unique Proof" and the Malone "Proof" are shown in the tabulation here.

The engraver's additions made to the "Unique Proof"-which "improved" plate was then used on the title pages of the First Folio-did not enhance the artistic quality of the original product. The likeness by these additions was rendered considerably more mature but less virile and lifelike. The original combination of face, wired band, and doublet was left intact and unchanged. The general plump and bulbous contours remained unaltered. The organic bony structure was not rendered less conspicuous. A tabulation of the more detailed changes will not be amiss. For contrast, the excellent copy of the print in the Turbutt copy of the First Folio and that of the Halliwell-Phillipps "Unique Proof" are analyzed in parallel columns on page 559.

Whether or not young Martin Droeshout made these additions cannot at present be known. But an admiring posterity wishes with all its heart that those additions had never been made. One may justly say of the "improved" Droeshout engraving:

Reader, looke Not on his picture, but his Booke.

And even if contemporary posterity does not altogether cherish it, the fact remains that, in all likelihood, William Shakespeare in natural life was possessed of a high, bold, and rounded forehead, had

COMPARISON OF HALLIWELL-PHILLIPPS AND MALONE "PROOFS" SHOWING DIFFERENCES

The Halliwell-Phillipps (Folger)
"Unique Proof"

- A rather light print: either not heavily inked or else the cut not deeply engraved. The quality of the paper is, of course, a consideration. The rather lighter printing of this impression tends to make this copy somewhat more refined—the lights and shadows are more delicately contrasted and the features are a bit sharper in outline and contour. There is, accordingly, much more life and humanness in this "Proof."
- The right edge of the cut has faded, especially on the drapery, or else it was less darkly printed in the original contact.
- A clear, round, bulbous forehead with the large white spot of light in upper middle.
- 4. A long, white scratch, an abrasion (no doubt accidental), perpendicular (slightly to the right of the middle) up and down the forehead. The abrasion does not appear to have been in the original plate.
- 5. No black lines on the forehead.
- 6. No lines on the forehead.

- 7. The Halliwell-Phillipps copy has no lines in the right eyebrow.
- 8. A rather heavy, black line, almost perpendicular and ¼ inch in length, in the background about ¼ of an inch from the right edge of the wired band. It is obviously an accidental abrasion.

The Malone (Bodleian) "Proof"

- A somewhat deeper and darker print: either it was more heavily inked or else the cut was more deeply engraved. Spielmann (op. cit., pp. 40, 41) thinks the difference is not in the lines but only in the heavier inking. Under magnification this cannot be determined with certainty: the lines appear deeper cut in the Malone copy—but only microscopic examination of the original cut (perhaps irretrievably lost) could definitely determine this.
- Very evenly printed—indeed very well printed at virtually every point. An excellent bit of work, though a bit too darkly printed.
- The same clear, round, bulbous forehead—but there is an abrasion (no doubt accidental) in the white spot. Delicate lines have been drawn in an unsuccessful attempt to conceal the abrasion.
- 4. No such abrasion on the Malone copy.
- 5. Four short black lines, averaging nearly ¼ inch in length, on the forehead to the right of the center. They are arranged like a capital N followed by a capital I. They may be accidental abrasions.
- 6. Four lines, not very black, averaging nearly % of an inch in length, at an angle of 45 degrees, on the forehead—at the right. Three of them are to the right of the darker and shorter lines forming the capital NI to the right of the center of the forehead and one just above those lines. These may be accidental abrasions.
- 7. Some three black lines, averaging more than ½ of an inch in length, at the extreme right end of the right eyebrows. These may be abrasions, but they do not appear to be so. They appear to have been added to draw downward that end of the eyebrow.
- There is no such black line in the Malone copy.

- 9. "Martin. Drorshout: sculpit. London" is the subscription.
- The Halliwell-Phillipps copy is an integral and organic part of an original title page, of which the following may be observed:
 - a) It has been trimmed on either side—close to the cut but not so as to encroach upon the engraving.
 - b) It has the title above the cut still intact.
 - c) It has the imprint below the cut sheared off.
 - 2) It has the words of the title in need of centering on the page and of correcting as to position.
 - e) It has a colon (:) after the word "Cories."

- 9. "Martin Drocshout, sculpsit, London" is the subscription.
- The Malone copy is not a part of any title page: it is wholly independent and unattached.

[Norr: no other known copy of either the "Proof" or any final title page of any First Folio has this colon.]

"In reply to a request that the colon which follows "True Original! Copies" be critically re-examined, Dr. Joseph Quincy Adams reported, March 13, 1935, as follows: "It is true that a colon terms to follow the words "True Original! Copies," but I believe that it is truly a period, and that a brownish colored spot above the period gives the appearance of a colon," When the present editor emicelly examined the colon on April 1-2, 1933, be had a similar misgiving; but the examination was made with only a five-diameter glass. Violet-ray analysis and even chemical analysis, perhaps, is necessary in order to determine with certainty whether the punctuation mark is a colon or a period.

COMPARISON OF HALLIWELL-PHILLIPPS AND TURBUTT FIRST FOLIO "PROOF"

The Hallorell-Phillipps (Polger)
"Unique Preof"

- 1. Very little shadow on the right wired band.
- Both eyebrows are light—the shading lines running downward from left to right.
- The right eyebrow is shorter. It has a somewhat pronounced kink near the nose.
- The left eyebrow is straight in its moving toward the left side of the face.
- 5. The shadow on the right side of the nose is fairly light.
- 6. The mustache is small and shapely, rather thin and narrow.
- No light where the hair, at the right, springs naturally from the side of the face.
- Chin and right side of the face are smooth shaven, with little beard effect.
- 9. The effect of the whole is light.

- "Proof" in Turbutt copy of the First Folio
- A rather heavy shadow on the wired band. The lighting is not correct for this heavy shadow.
- Both cycbrows are heavier and darker—they have been re-worked and the shading lines run upward.
- The right eyebrow is larger, darker, and longer. It is more sweeping, more graceful, and rounds artistically down at the right end over the eye.
- The left eyebrow is extended to the left edge of the face. Its extreme left end is full and slightly upwardturned.
- The shadow on the right side of the nose is heavier.
- 6. The mustache is much enlarged by extending it upward and outward. On the left side it was made to reach almost to the edge of the face.
- Considerable light where the hair at the right springs from the face.
- Chin and right side of the face have "two-day growth" of beard. This intensifies the dark line on the right which marks the jaw off from the the neck.
- 9. The effect of the whole is much darker.

high-arched eyebrows over too-small narrow eyes that popped out a little, had a rather high, straight, long nose, had a small Cupid's-bow mouth, wore a small mustache as well as a thin beard below his lower lip, and was otherwise smooth shaven.

C. The dedicatory materials and the commendatory poems included in the preliminary nine leaves of the First Folio merit some detailed consideration. True, Hugh Holland, Leonard Digges, and I. M. (James Mabbe) were poets of no particular magnitude, and what they contributed in the way of laudatory poems was rather conventional and even somewhat commonplace. But Heminges and Condell's "Dedication" and "To the great Variety of Readers" must not be passed over lightly, for they had been intimate associates of William Shakespeare. Whether these materials were solicited or were voluntarily proffered is not known.

John Heminges and Henry Condell, the only persons who remained from the original dramatic organization of thirty years before, prepared the dedicatory epistle prefixed to the First Folio. The circumstances which led to their being chosen to perform this responsible task are not known, but their dedication is evidence that the confidence reposed in them was not ill bestowed. They dedicated the volume to the Earls of Pembroke and Montgomery. There are more subtle and more literary Elizabethan dedications; but few show more sustained sincerity and dignity and more exalted devotion and admiration. Indeed the dedication as a whole has not received the commendation it deserves. Critics, assuming that Heminges and Condell lacked literary qualifications of any sort, have suggested Ben Jonson's hand in it. In support of this they cite the first part of the peroration, which is classical in its source. Pliny's Dedicatory Epistle to Vespasian prefixed to his famed Natural History (§ 11, Setlig's edition) has the following: "Dis lacte rustici multaeque gentes supplicant, et mola tantum salsa litant qui non habent tura; nec ulli fuit vitio deos colere quoquo modo posset." A translation of

this matches closely in material and in phrasing the peroration of Heminges and Condell. Thus: "Country folk and many nations offer up milk to their gods; and they who have not incense obtain their requests with only meal and salt; nor was it imputed to any as a fault to worship the gods in whatever manner they could." But one did not need to have Ben Jonson write this; the ideas were rather commonly held, and the passage from Pliny may have been familiar in commonplace-book circulation. Thomas Morley's dedication of his 1595 [Cantus.] Of T. Morley, the First Booke of Ballets to Five Voyces, to Robert Cecil has a similar passage.

The First Folio dedication is as follows:

[ORNAMENT]*

TO THE MOST NOBLE

Ann

INCOMPARABLE PAIRE

OF BRETHREN.

WILLIAM

Earle of Pembroke, &c. Lord Chamberlaine to the

Kings most Excellent Maiesty.

AND Philip

Earle of Montgomery, &c. Gentleman of his Maiesties Bed-Chamber. Both Knights of the most Noble Order of the Garter, and our singular good

LORDS

Right Honourable,

Whilst we studie to be thankful in our particular, for the many fauors we have received from your LL we are falne vpon the ill fortune, to mingle two the most diverse things that can bee, feare, and rashnesse; rashnesse in the enterprize, and feare of the successe. For, when we valew the places your H.H. sustaine, we cannot but know their dignity greater, then to descend to the reading of these trifless and, while we name them trifles, we have deprived our selves of the defence of our Dedication. But since your LL have beene pleased to thinke these trifles something, heeretofore; and have prosequated both

them, and their Authour living, vvith so much fauour: we hope, that (they out-liuing him, and he not having the fate, common with some, to be exequator to his owne writings) you will vie the like indulgence toward them, you have done vnto their parent. There is a great difference, vuhether any Booke choose his Patrones, or finde them: This hath done both. For, fo much were your LL. likings of the feuerall parts, when they were acted, as before they vvere published, the Volume ask'd to be yours. We have but collected them, and done an office to the dead, to procure his Orphanes, Guardians; vvithout ambition either of selfe-profit, or fame: onely to keepe the memory of so worthy a Friend, & Fellow aline, as was our SHAKE-SPEARE, by humble offer of his playes, to your most noble patronage. Wherein, as we have iustly observed, no man to come neere your L.L. but with a kind of religious addresse; it hath bin the height of our care, vvho are the Presenters, to make the present worthy of your HH. by the perfection. But, there we must also crane our abilities to be considerd, my Lords. We cannot go beyond our owne powers. Country hands reach foorth milke, creame, fruites, or what they have: and many Nations (we have heard) that had not gummes & incense, obtained their requests with a leauened Cake. It was no fault to approch their Gods, by what meanes they could: And the most, though meanest, of things are made more precious, when they are dedicated to Temples. In that name therefore, we most humbly consecrate to your H.H.these remaines of your servant Shakespeare; that what delight is in them, may be euer your L.L. the reputation his, & the faults ours, if any be committed, by a payre so carefull to shew their gratitude both to the living, and the dead, as is

Your Lordshippes most bounden,

IOHN HEMINGE.

HENRY CONDELL.

This was direct, frank, dignified, deferential, and above the ordinary dedicatory epistle in the beauty and appropriateness of its phrasing. Throughout it, Pembroke and Montgomery were skillfully kept in the foreground and the present of Shakespeare's plays to them was effectively emphasized. Heminges and Condell knew intimately both William Shakespeare and his plays;

this dedication lovingly mirrors their knowledge and their appreciation.

This "most noble and incomparable paire of brethren" were no less persons than William Herbert, noted Earl of Pembroke and the great Lord Chamberlain of England, and his brother, Philip Herbert, the prominent Earl of Montgomery, both "our singular good Lords" and "Both Knights of the most Noble Order of the Garter." The Earl of Pembroke in particular was one of the most influential men in England in 1623. Both these Earls were present at the tournament on March 24, 1613, in honor of the Accession Day of James I, for which Shakespeare and Burbage prepared the impresa for young Francis Manners, the Earl of Rutland (see chapter xci, above). An account of each nobleman follows.

William Herbert, Earl of Pembroke. The Herbert name was one of the greatest in the realm. This Earl of Pembroke was the son of Henry Herbert, who was the second Earl of Pembroke and the Lord President of Wales. He was a nephew of the famed Sir Philip Sidney, ideal gentleman and knight of the late sixteenth century. His mother was the Countess celebrated in poetry-"Sidney's sister, Pembroke's mother." On the death of his father in 1601, he succeeded to the earldom at the age of twenty. He was somewhat learned himself and became a noted patron of learned men: Aubrey called him "the greatest Maecenas to learned men of any peer of his time or since." Samuel Daniel (William Herbert's tutor), John Donne, William Browne, George Herbert (a kinsman), Philip Massinger (son to Pembroke's father's steward) and others were under his personal patronage. He was a wealthy earl-Aubrey estimated his income at £25,000 (about \$1,000,000) a year. Each New Year's Day he sent £20 to Ben Jonson with which to buy books. He has been identified by some scholars as the "H. W." of Shake-speares Sonnets. He lost Elizabeth's favor because of his affair at Court with the beautiful Mary Fitton, by some identified with the "Dark Lady" of the Sonnets though contemporary likenesses

Ornamental headbands and initials appear on all the dedicatory preliminaries, and less ornate ones on the beginning of each play above the title line, three variations being used interchangeably.

represent her as light-complexioned. In 1615 he became, under James I, the Lord Chamberlain. In 1617 he became Chancellor of the University of Oxford. He died in 1630.

Philip Herbert, Earl of Montgomery. Philip Herbert was the second of "the incomparable paire of brethren." He had the social and political prestige of the famed Herbert family. In 1603 he was created Earl of Montgomery by James I. His tastes tended to the sports of an English gentleman rather than to literature; he was an excellent judge of dogs and horses. In 1626 he succeeded his brother as Lord Chamberlain, and following the latter's death in 1630 he became Earl of Pembroke. A Warrant (see Malone's Variorum, III, 160, or Chambers' William Shakespeare, I, 136), dated June 10, 1637, and addressed to the Stationers' Company, has a preamble in which Philip Herbert referred to his "dear brother and predecessor" as having issued a former ordinance bearing on the grievance of the King's Men in the matter of corrupt copies of their manuscript plays.

It will be remembered that the patron of Pembroke's Men, a dramatic company with which Shakespeare may have been associated before its bankruptcy in 1594, was Henry Herbert, Earl of Pembroke and father of William and Philip. In December 1603 the King's Men acted at Wilton, the court of the Earl of Pembroke, where at the time James I was holding court. Obviously Shakespeare personnally and his dramatic company, the King's Men, had contacts with the Pembrokes. Heminges and Condell were in an excellent position to know this; hence their dedication of Shakespeare's First Folio to those two prominent and influential noblemen.

Plays, not being considered literature, were deemed unworthy of dedication to a literary patron. If any playwright or a publisher of a quarto did venture such a dedication, his approach was apologetically deferential. This is exemplified in Francis Burton's (a publisher's) dedication to Sir Arthur Mannering's The Stately Tragedy of Claudius Tiberius Nero (1607): "If custom, right worship-

ful, had so great a prerogative as that nothing crossing it were at all allowable, then might I justly fear reprehension for this my dedication, having, to my knowledge, but a singular [one only] precedent herein; and the reason wherefore so many plays have formerly been published without Inscriptions [dedications] unto particular Patrons, contrary to custom in divulging other books, although perhaps I could nearly guess, yet because I would willingly offend none, I would now conceal." George Chapman sometimes so apologized when he ventured to dedicate his plays. Chapman (see his dedication to Sir Thomas Howard of The Revenge of Bussy d'Ambois, 1613) and Webster, in justification of their dedications, cited that "the greatest of the Caesars" and "the great princes" of Italy did not hesitate to deign to accept such trifles. In dedicating The Widow's Tears (1612) to one Mr. John Reed, Chapman questioned whether or not "any work of this nature be worth the presenting." And Jonson, as cited before, feared that William Camden, when he dedicated Every Man in His Humor (1601) to his old schoolmaster, had "no doubt" that Camden would "esteem all office done you in this kind an injury." Thomas Heywood, in dedicating his The English Traveler (1633) to Sir Henry Appleton, expressed the hope that his patron would not "think it any undervaluing" of his worth. And when Heywood offered his popular Love's Mistress (1636) to the Earl of Dorset, he urged that plays were not "so despicable as to be held unworthy the countenance of great men." Thus John Heminges and Henry Condell's dedication of the First Folio in 1623 to the "incomparable paire of brethren," the Earls of Pembroke and Montgomery, courteously but daringly approached the highest Jacobean literary patrons available.

D. In addition to the dedication to the Earls of Pembroke and Montgomery, John Heminges and Henry Condell prepared also an address "To the great Variety of Readers." No one was in better position than they to prepare such an appeal, for it was essentially an

appeal to the reading public that they buy the volume. Because its tone and style are not like those in their dedication, some scholars, as cited above, hold that the dedication also reveals the literary hand of Ben Jonson. But this other address to the reader is purely a sales appeal to prospective purchasers. It has, accordingly, little of the more elevated, more dignified, and sustained tone of the dedication. The dedication was an epistle suffused and exalted by noble admiration for both Shakespeare and the Earls of Pembroke and Montgomery; the address to the reader stressed that the value of Shakespeare's writings had been proved and that the texts presented were authoritative. The fact that the two are in different styles and tones is in itself not evidence that Ben Jonson had a hand in one and not in the other. The names of Heminges and Condell signed to each show that they assumed the responsibility for each. In the absence of evidence definitely to the contrary, it is but reasonable to hold that they wrote the two epistles. The text of the second epistle follows:

[ORNAMENT]

To the great Variety of Readers.

FRom the most able, to him that can but spell: There you are number'd. We had rather you were weighd. Especially, when the fate of all Bookes depends vpon your capacities: and not of your heads alone, but of your purses. Well! It is now publique, & you wil stand for your priviledges wee know: to read, and censure. Do so, but buy it first. That doth best commend a Booke, the Stationer Jaies. Then, how odde soeuer your braines be, or your wisedomes, make your licence the same, and spare not. Iudge your sixe-pen'orth, your shillings worth, your fine shillings worth at a time, or higher, so you rise to the iust rates, and welcome. But, what euer you do, Buy. Censure will not drive a Trade, or make the Iacke go. And though you be a Magistrate of wit, and sit on the Stage at Black-Friers, or the Cock-pit, to arraigne Playes dailie, know, these Playes have had their triall alreadie, and stood out all Appeales, and do now come forth quitted rather by a Decree of Court, then any purchas'd Letters of commendation.

It had bene a thing, we confesse, worthic

to have bene wished, that the Author himselfe had liu'd to have set forth, and over-Jeen his owne writings; But Jince it hath bin ordain'd otherwise, and he by death departed from that right, we pray you do not envie his Friends, the office of their care, and paine, to have collected & publish'd them; and so to have publish'd them, as where (before) you were abus'd with diverse stolne, and surreptitious copies, maimed, and deformed by the frauds and stealthes of iniurious impostors, that expos'd them: euen those, are now offer'd to your view cur'd, and perfect of their limbes; and all the rest, absolute in their numbers, as he conceived the. Who, as he was a happie imitator of Nature, was a most gentle expresser of it. His mind and hand went together: And what he thought, he vttered with that easinesse, that wee haue scarse received from him a blot in his papers. But it is not our prouince, who onely gather his works, and give them you, to praise him. It is yours that reade him. And there we hope, to your divers capacities, you will finde enough, both to draw, and hold you: for his wit can no more lie hid, then it could be lost. Reade him, therefore; and againe, and againe: And if then you doe not like him, Jurely you are in some manifest danger, not to vnderstand him. And so we leave you to other of his Friends, whom if you need, can bee your guides: if you neede them not, you can leade your selues, and others. And such Readers we wish him.

> Iohn Heminge. Henrie Condell.

That Heminges and Condell desired to convey the idea that they were providing an accurate text of the Shakespeare plays admits of no doubt. On the title page of the volume the phrasing was very definite: "Published according to the True Originall Copies." On the page bearing the list of the "Principall Actors in all these Playes," considered by some scholars a second title page, again the idea is stated: "Truely set forth, according to their first Originall." Heminges and Condell assert that (a) the "diuerse stolne, and surreptitious copies" had been by them rejected and now correct copies "cur'd; and perfect of their limbes" are presented, and that (b) "all the rest, absolute in their numbers, as he conceived them," were likewise being accurately presented to the reader. They also declare that "wee haue scarse received from him a blot in his papers." And yet, in this same address to the reader, they assert that they but "collected & publish'd them." At no point do Heminges and Condell specify that they had "overseen and set forth"—the Elizabethan phrase for personally supervised editing and publishing.

Heminges and Condell were not the only publishers of a collected edition of plays who claimed to be reproducing accurate and original texts. Humphrey Moseley's epistle prefixed to his 1647 Folio of Beaumont and Fletcher's plays read: "Truely set forth, according to their first originall" and also "the Originalls from such as received them from the Authors themselves," when, in fact this was an obvious overstatement. Wishing to emphasize further the accuracy of his text in his 1647 Folio, Moseley made claim as follows:

When these Comedies and Tragedies were presented on the Stage, the Actors omitted some Scenes and Passages (with the Authour's consent) as occasion led them; and when private friends desir'd a Copy, they then (and justly too) transcribed what they Acted, and all that was not; even the perfect full Originalls without the least mutilation; So that were the Authors living (and sure they can never dye) they themselves would challenge [claim] neither more nor lesse then what is here published.

Critical textual students of Beaumont and Fletcher's individual plays know that this statement is not wholly factual. And the First Folio text, even of those twenty plays never before printed, is not so accurate as the text of the Beaumont and Fletcher plays published in 1647.

Heminges and Condell regret that Shakespeare himself did not live to oversee the publishing of his own writings. It is not known how much editing dramatists were able to give their plays in the course of publication. A contrasting study of Ben Jonson's 1616 Workes of Benjamin Jonson and the Shakespeare First Folio will reveal definitely that the

high degree of evenness of quality of the Jonson text is, very probably, the direct result of the dramatist's personal editing of his own text. The Shakespeare Folio text, on the contrary, is anything but even in its quality—indeed there is little of it that is marked by sustained evenness of quality. If the Jonson text was author-edited, then, by the same standard the Folio text was definitely not author-edited.

That "stolne, and surreptitious" plays were published in Elizabethan and Jacobean London needs no longer argument. Shorthand was definitely then in use. Sir George Buck, who was Master of the Revels from 1607 to 1622, at which time he was succeeded by Henry Herbert, in his 1612 The Third Universitie of England recounted its prevalent use at that time:

Brachygraphy or Shorthand is an art newly discovered, or newly recovered, and is of very good and necessary use, being well and honestly exercised, for, by the means and helpe thereof, they which know it can readily take a Sermon, Oration, Play or any long speech, as they are spoke, dictated, acted and uttered, in the instant.

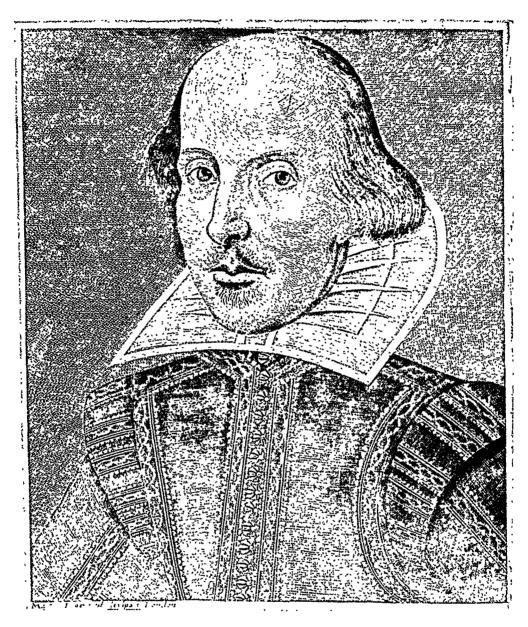
Thomas Heywood had his unpleasant experiences with piratical filching and publishing of his plays. In Heywood's "Address to the Reader" prefixed to his 1638 issue of his *Rape of Lucrece* he declared:

Some of my plaies have (unknowne to me, and without any of my direction) accidentally come into the Printer's hands, and therefore so corrupt and mangled (copied only by the ear) that I have bin as unable to know them as ashamed to chalenge [claim] them.

From Heminges and Condell's explanation that there had been some "stolne, and surreptitious" publication of Shakespeare's plays, it is clear that they did not mean to have their readers understand that all of their plays had been so piratically issued in such corrupt texts. They specify that "even those" are now offered "absolute in their numbers, as he conceiued them." Their "stolne, and surreptitious" copies probably referred to those early quartos which had been



Droeshout engraving of William Shakespeare in the Turbutt copy of the First Folio, in the Bodleian Library, Oxford



The Malone proof of the Droeshout engraving of William Shakespeare, in the Bodleian Library, Oxford

issued in corrupt texts: Romeo and Juliet (1597), Love's Labour's Lost (1598), Henry V (1600), The Merry Wives of Windsor (1602), Hamlet (1603).

Nor are scholars able to take very seriously Heminges and Condell's direct statement that "wee haue scarse receiued from him a blot in his papers" if, by this remark, they wished the public to understand that, for their text, they had used Shakespeare's actual original autograph manuscripts. That Shakespeare probably had just some such reputation among the actors, that "hee never blotted out" a line, is evidenced by Ben Jonson's own comment to that effect in his Timber or Discoveries:

I remember, the players have often mentioned it as a honour to Shakespeare, that in his writing (whatsoever he penn'd) hee never blotted out line. My answer hath beene; would he had blotted a thousand. Which they thought a malevolent speech. I had not told posterity thus, but for their ignorance, who choose that circumstance to commend their friend by, wherein he most faulted.

The fact remains, however, that if Shakespeare's dramatic company actually did receive from him such clean manuscripts—other manuscript plays extant from the times are not without some "blots"—those handwritten copies were not the ones used for the texts in the First Folio. The sources of the copy for the Folio will be considered later in this chapter.

The text of the First Folio does not live up to the quality claimed for it by Heminges and Condell in their address to the readers: (1) There is no especially noticeable purging of the text of its deficiencies. (2) There is no uniformity of policy of arrangement and of editing -some plays have act divisions and some do not, some plays have lists of dramatis personae and some do not. (3) Some plays were reprinted from later quartos that repeated uncorrected errors from earlier quartos and added new ones. (4) Some plays were printed from theater prompt copies from which certain unessential notes, and other marks, were not deleted. (5) Profanity

was not uniformly excised. (6) Such a strangely abbreviated play as Macbeth cannot well be the "true originall" nor can such a strangely lopsided play as Love's Labour's Lost be the original. In some respects the Second Folio of 1632 reveals more editing than does the First Folio. Indeed, too, some of the quarto texts of some of the plays are superior to the corresponding texts in the First Folio. Despite Heminges and Condell's statement that they were giving to their prospective readers a correct text of Shakespeare's plays, critical examination of that text produces an overwhelming amount of evidence to the contrary. Indeed the marked irregularity and the quantity of corrupt text in the thirty-six plays as a whole suggest that no definite editorial policy was exercised in the First Folio.

E. To Ben Jonson, the literary giant of his day and three generations beyond it, fell the lot of providing the main commendatory poem for the First Folio. In the light of Jonson's mental honesty, courage of conviction, vigor of critical estimate, and pugnaciously frank egotism, yet his genuine and sincere kindliness, this poem is virtually a literary landmark of its kind; no other commendatory poem by any contemporary of the dramatist reveals any such exalting critical estimate of William Shakespeare. Despite its repetition of some conventional materials, it stands in a class by itself. Very properly, in the eight couplets which comprise the first division of the poem, Jonson firmly declined to praise in the cheap conventional manner of "seeliest Ignorance," or "blinde Affection," or "crafty Malice." He may have had the opportunity to read the poems of Holland, Digges, and I. M., which in the main were "blinde Affection," before he composed his own. With characteristic but honest egotism, Jonson presented his own estimate of the dramatist, in the second division of the poem, in twelve couplets. Note the emphatic "I."

I, therefore will begin. Soule of the Agel
The applause! delight! the wonder of
our Stage!

The third division of the poem, a group

of twelve couplets also, reiterates the conventional classical conception of poets and their poetry as timeless. There is an appeal to the Englishman that he recognize the superiority of his very own Shakespeare. It begins:

Triumph, my Britaine, thou hast one to showe,

To whom all Scenes [stages] of Europe homage owe.

The fourth and final division, a group of eight couplets again as in the first, pays further high tribute to the dramatist by envisioning him as a constellation in the heavens and beseeching him to influence from there the "drooping stage." The entire forty couplets, then, have something of an organic grouping: 8 couplets, 12 couplets, 12 couplets, 8 couplets. The complete text is as follows:

[ORNAMENT]

To the memory of my beloued,
The AVTHOR

Mr. VVILLIAM SHAKESPEARE:
And

what he hath left vs.

To draw no enuy (Shake peare) on thy name,

Am I thus ample to thy Booke, and Fame:

While I confesse thy writings to be such, As neither Man, nor Muse, can praise too much.

'Tis true, and all mens suffrage. But these waves

Were not the paths I meant unto thy praise:

For seeliest Ignorance on these may light, Which, when it sounds at best, but eccho's right;

Or blinde Affection, which doth ne're aduance

The truth, but gropes, and vrgeth all by chance;

Or crafty Malice, might pretend this praife, And thinke to ruine, where it feem'd to raife.

These are, as some insamous Baud, or Whore,

Should praife a Matron. What could hurt her more?

But thou art proofe against them, and indeed

Aboue th'ill fortune of them, or the need.

I, therefore will begin. Soule of the Agel
The applaused delights the wonder of
our Stages

My Shake speare, rise; I will not lodge thee by

Chaucer, or Spenser, or bid Beaumont lye

A little further, to make thee a roome; Thou art a Moniment, without a tombe,

And art aliue still, while thy Booke doth line,

And we have wits to read, and praife to give.

That I not mixe thee so, my braine excuses;

I meane with great, with disproportion'd Muses:

For, if I thought my indgement were of yeeres,

I should commit thee surely with thy peeres,

And tell, how farre thou did'stft [?] our Lily out-shine,

Or fporting Kid, or Marlowes mighty line.

And though thou hadft [mall Latine, and leffe Greeke,

From thence to honour thee, I would not feeke

For names; but call forth thund'ring Æschilus,

Euripides, and Sophocles to vs,

Paccunius, Accius, him of Cordona dead, To life againe, to heare thy Buskin tread, And shake a Stage: Or, when thy Sockes were on,

Leaue thee alone, for the comparison
Of all, that insolent Greece, or haughtie
Rome

[sic] come.

Triúmph, my Britaine, thou hast one to showe,

To whom all Scenes of Europe homage owe.

He was not of an age, but for all time!

And all the Muses still were in their prime,

prime,
When like Apollo he came forth to warme
Our eares, or like a Mercury to charmel

Nature her selfe was proud of his designes, And ioy'd to weare the dressing of his lines!

Which were so richly spun, and wouen so fit,

As, since, she will vouchsafe no other

The merry Greeke, tart Aristophanes, Neat Terence, witty Plautus, now not please;

But antiquated, and deserted lye

As they were not of Natures samily.

Yet must I not give Nature all: Thy A

Yet must I not give Nature all: Thy Art, My gentle Shakespeare, must enioy a part.

For though the Poets matter, Nature be, His Art doth give the fashion. And, that he,

Who casts to write a liuing line, must sweat,

(such as thine are) and strike the second heat

Vpon the Muses anuile: turne the same, (And himselse with it) that he thinkes to frame;

Or for the lawrell, he may gaine a scorne, For a good Poet's made, as well as borne. And such wert thou. Looke how the fathers face

Liues in his is up to euen fo, the race
Of Shakespeares minde, and manners
brightly shines

In his well torned, and true-filed lines: In each of which, he seemes to shake a Lance.

As brandish't at the eyes of Ignorance, Sweet Swan of Auons what a sight it were To see thee in our waters yet appeare, And make those slights vpon the bankes of Thames,

That so did take Eliza, and our Iames!
But stay, I see thee in the Hemisphere
Advanc'd, and made a Constellation
there!

Shine forth, thou Starre of Poets, and with rage,

Or influence, chide, or cheere the drooping Stage;

Which, since thy flight fro hence, hath mourn'd like night,

And despaires day, but for thy Volumes light.

BEN: IONSON

In the eight introductory couplets Jonson addresses Shakespeare directly and declared that he was not thus "ample [liberal, unrestrained]" to Shakespeare's book and to his fame because of envy. He confesses that Shakespeare's writings (Jonson does not here call them "Workes") are such that neither man nor muse can praise them too much. He writes that he will not praise Shakespeare as does "seeliest [innocent, helpless] Ignorance," which, at

its best, merely echoes accurately, or as "blinde Affection," which expresses itself only gropingly and fortuitously, or yet as "crafty Malice," which merely pretends to praise but actually seeks to ruin. "But thou art proofe against them."

In contrast, then, Jonson uttered his own independent praise: "I, therefore will begin." Shakespeare is called "Soule of the Age! The applause! delight! the wonder of our Stage!" He refuses to lodge21 Shakespeare in the same tomb with Chaucer, or Spencer, or Beaumont; for Shakespeare is a "Moniment, without a tombe." Shakespeare is "aliue still [constantly]" so long as his book will live and so long as we have intelligence to read and can utter praise. Jonson's own intelligence excuses his not including the dramatist with less great poets-"disproportion'd Muses"-for if his judgment were concerned merely with the present time he would refer him to his "peeres [equals]" and would tell how far he outshines Lyly, Kid, and Marlowe. And even though he had "small Latine, and lesse Greeke," Jonson would not seek names from the Greeks and Romans by which to do him honor but would call forth "thund'ring Aeschilus, Euripides, and Sophocles " to life that they might hear his work on the stage. The writer would leave Shakespeare alone for comparison with all that "insolent Greece, or haughtie Rome sent forth,

²² Ben Jonson here certainly echoes William Basse's sixteen-line poem, entitled "On Mr. Wm. Shakespeare he dyed in Aprill 1616":

"Renowned Spencer, lye a thought more nye To learned Chaucer, and rare Beaumont lye A little neerer Spenser to make roome For Shakespeare in your threefold fowerfold Tombe-To lodge all fowre in one bed make a shift Vntill Doomesdaye, for hardly will a fift Betwixt this day and that by Fate be slayne For whom your Curtaines may be drawn againe. If your precedency in death doth barre A fourth place in your sacred sepulcher, Vinder this carried marble of thine own Sleepe rare Tragoedian Shakespeare, sleep alone, Thy yamolested peace, vashared Cauc Possesse as Lord not Tenant of thy Grave, That vnto us and others it may be. Honor hereafter to be layde by thee."

This poem, in Lansdowne MS 777, folio 674, was written perhaps not long after 1616 when Shakespeare died. Basse (ca. 1583-ca. 1653) was an Oxford student and a retainer of Lord Wenan of Thame. See R. W. Bond's Works of Basse (1893), p. 113, for the several versions of this poem.

or since did from their a∫bes [ashes] come."

In an apostrophe Jonson then appealed to the native pride of the Englishman: "Triumph, my Britaine," for you have a dramatist to whom all theaters of Europe owe homage. "He was not of an age, but for all time!" All the muses were at their best when Shakespeare appeared, and Nature herself was proud of his products and was pleased to take on the poet's phrasing, so excellent and so appropriately fitted to the subject matter that, since his time, Nature has not condescended to provide any other "Wit." Aristophanes, Terence, and Plautus no longer please: they now are antiquated and deserted, as if "they were not of Natures family." But Jonson qualified his enthusiastic statement: Nature must not receive all the credit for Shakespeare's work-Shakespeare's own Art (creative skill) must also be given some credit. The poet's subject matter is Nature's, but the poet's art fashions the completed product. The poet who produces a profound moving line must work intensely and "strike the second heat" upon the anvil of the muses—else instead of the laurel he may be accorded scorn. "For a good Poet's made, as well as borne. And such wert thou." Just as the father's semblance appears in his offspring, so the mind and personality of Shakespeare shine "In his well torned, and true-filed lines." In each of those lines, the dramatist seems to brandish a lance "at the eyes of Ignorance."

Jonson's peroration, a final testimony to the direct and permanent influence of his friend and contemporary, again was an apostrophe-"Sweet Swan of Auon!" What an encouraging sight it would be to see him in our midst again and have him produce again those plays that appealed to "Eliza, and our Iames," but the poet sees him set forth in the heavens as "a Constellation there!" "Shine forth, thou Starre of Poets, and with rage [inspired poetic fervor], Or influence, chide, or cheere the drooping Stage," which, since he left us, has mourned like night and despairs experiencing day-except "for thy Volumes light."

No other man in English literature has ever received such sincere and unstinted praise—"ample to thy Booke, and Fame."

F. Hugh Holland (†1633), traveler and poet, of Trinity College, Cambridge, contributed a commendatory sonnet to the First Folio. It was definitely elegiac in tone. Moreover, the title contains one of the very few contemporary references to Shakespeare as a dramatist. Here, definitely, he was "the Famous Scenicke Poet," "Scenicke" being the conventional term applied to the one who wrote for the Elizabethan stage. The entire poem is virtually a lament for the dead. It should be remembered that none of Shakespeare's immediate associates in the theater except Heminges and Condell remained alive to lament his passing: hence it was that others provided the commendatory verses, Holland's sonnet reads:

[ORNAMENT]*

Vpon the Lines and Life of the Famous Scenicke Poet, Master VVILLIAM SHAKESPEARE.

THose hands, which you so clapt, go now, and wring

You Britaines braue; for done are Shakefpeares dayes:

His dayes are done, that made the dainty Playes,

Which made the Globe of heau'n and earth to ring.

Dry'de is that veine, dry'd is the *Thespian*Spring,
Turn'd all to teares, and *Phæbus* clouds his

rayes:
That corp's, that cossin now besticke those

bayes,
Which crown'd him Poet first, then Poets

King.

16 Transdies might any Prologue have.

If *Tragedies* might any *Prologue* haue,
All those he made, would scarse make one
to this:

Where Fame, now that he gone is to the grave

(Deaths publique tyring-house) the Nuncius is.

For though his line of life went soone about.

The life yet of his lines shall neuer out.

HVGH HOLLAND.

 This headband not repeated elsewhere in the First Folio. The poem comprises four items: (1) the lament; (2) Shakespeare was the poet's king; (3) Fame is the announcer of value; (4) his work will never die. Most of this is rather conventional. The whole poem is an address to "You Britaines braue." The elegiac tone is strikingly accentuated by the obvious alliteration.

G. Leonard Digges, the poet who seventeen years later provided commendatory verses for the 1640 Poems of Shakespeare, contributed a twenty-twoline poem, in couplets, to the 1623 First Folio. Unlike Holland's sonnet of lament, Digges's poem merely reiterates the very conventional theme that a great poet's work will never die. The poem by James Mabbe suggests this same idea, the last line of Hugh Holland's poem definitely states it, and Ben Jonson's great commendatory ode proclaims the same thesis. Other English verse, including Shakespeare's Sonnets, reiterates that great art, great literature, can never die. So frequent is the recurrence of this conventional idea in the epitaphs of literary men that one example will suffice: on the tomb of Michael Drayton in Westminster Abbey appear lines that have been accredited to Quarles and also to Jonson:

And when thy ruins shall disclaim To be the treasure of his name,— His name that cannot fade, shall be An everlasting monument to thee.

Digges gives evidence that by 1623 the "Stratford Moniment" was already in existence. If "fellowes," in this poem, refers to Shakespeare's associates in the theater, as it appears to do, they ("thy pious fellowes") were John Heminges and Henry Condell. The word "pious" not only meant "seriously reverential" but also "dutiful."

The text of Digges's poem runs thus:

[Ornament]

TO THE MEMORIE of the deceased Authour Maister VV. SHAKESPEARE.

SHake-speare, at length thy pious fellowes give

The world thy Workes: thy Workes,by which,out-line

Thy Tombe, thy name must when that ftone is rent,

And Time diffolues thy Stratford Moni-

Here we aline shall view thee still. This Booke,

When Braffe and Marble fade, shall make thee looke

Fresh to all Ages: when Posteritie Shall loath what's new, thinke all is prod-

That is not Shake-Speares; eu'ry Line, each Verse

Here shall reviue, redeeme thee from thy Her∫e.

Nor Fire, nor cankring Age, as Naso Said, Of his,thy wit-fraught Booke shall once

Nor shall I e're beleeue, or thinke thee dead (Though mist) vntill our bankrout Stage

(Impossible) with some new straine t'out-

Passions of Iuliet, and her Romeo; Or till I heare a Scene more nobly take, Then when thy half-Sword parlying Romans spake.

Till these,till any of thy Volumes rest Shall with more fire, more feeling be ex-

Be fure,our Shake-speare, thou canst neuer

But crown'd with Lawrell line eternally.

L. Digges.

H. A short eight-line poem, in couplets, signed "I. M." was included, on the same leaf with Digges's poem, as one of the commendatory poems of the First Folio. These lines have been variously attributed to John Marston, to Jasper Mayne, and to James Mabbe. Scholars have discarded John Marston as an impossibility so far as the authorship is concerned. Sir Sidney Lee (Life, 1915, p. 557) says it was "perhaps Jasper Mayne." But Jasper Mayne in all likelihood should be excluded also, for in 1623 he was but a lad leaving Westminster School in London and entering Christ Church College, Oxford. James Mabbe (1572-1642) is still being considered for the honor, for two reasons: (a) aside from these three listed, no other post-Elizabethan poet alive in 1623 had the initials "I. M."; (b) Mabbe's translation of Guzman de Alfarache in 1623 repeats

the figure in this poem involving the "tyring house." According to the Dictionary of National Biography, Mabbe was a translator at Magdalen College, Oxford, where he spent most of his life in the capacity of bursar. That Edward Blount, one of the publishers of the First Folio, published Mabbe's translation of Guzman de Alfarache in 1623 may suggest the connecting link that resulted in Mabbe's providing this commendatory poem for the First Folio. Mabbe's translation, in part, reads: "when the play is done (which cannot be long) he must presently enter into the Tyring-house of the graue." Hugh Holland also used the figure of the tiring-house in his poem appended to the folio, "Deaths publique tyring-house." And John Davies of Hereford used it in his Scourge of Folly (1611, p. 229), as applied to Robert Armin: "When th'art in the tyring house of earth." Indeed the figure was, like others in Mabbe's poem, common in Elizabethan literature. The poem by I. M. is as follows:

To the memorie of M.W. Shake-speare.

VVEE wondred (Shak-Speare) that thou went'st so soone

From the Worlds-Stage to the Graues-Tyring-roome.

Wee thought thee dead, but this thy printed

Tels thy Spectators, that thou went'st but

To enter with applause. An Actors Art, Can dye,and line,to acle a second part. That's but an Exit of Mortalitie; This, a Re-entrance to a Plaudite.

I.M.

The entire eight lines concern the conventional idea of one's passing from the state of life to the attiring-room of death. To this literary figure was added the further conventional idea that a printed book brought the author of it back to life - "Re-entrance to a Plaudite."

I. Leaf eight in the order here given contains a heading "The Workes of William Shakespeare " and "The Names of the Principall Actors in all these Playes." Because of the appearance of a second title, Sir Sidney Lee

considered this a second or subtitle page. Here Shakespeare's plays are referred to as "Workes" and the statement is made that they are "Truely set forth, according to their first Originall." The phrasing reiterates the idea that Heminges and Condell expressed in their "Dedication" and the address "To the great Variety of Readers," that they were reproducing authentic texts. The page reads:

The Workes of William Shake speare, containing all his Comedies, Histories, and Tragedies: Truely fet forth, according to their first ORIGINALL.

The Names of the Principall Actors in all the se Playes.

Richard Burbadge. John Hemmings. Augustine Phillips. William Kempt. Thomas Poope. George Bryan. Henry Condell. William Slye. Richard Cowly. John Lowine. Samuell Croffe. Alexander Cooke.

W Illiam Shakespeare. | Samuel Gilburne. Robert Armin. William Oftler. Nathan Field. John Underwood. Nicholas Tooley. William Ecclestone. loseph Taylor. Robert Benfield. Robert Goughe. Richard Robinson. Iohn Shancke. Iohn Rice.

It is not known why "The Workes of William Shakespeare " was included on this leaf when an ample title had been provided earlier in the preliminary material. Previously the contents were referred to as "Comedies, Histories, & Tragedies." Even though some consider this a second title page, most scholars do not accord it that importance.

The names of the actors may have been included in the preliminary materials of the First Folio for the reason that the plays being published were, in part, the property of the King's Men. Shakespeare had been their dramatic author; but the company owned his products. In this connection, it should be pointed out that the actors' names are given in several of Ben Jonson's plays and in several of Beaumont and Flet-

This list of actors—twenty-six of them

-could be made the basis of the history of Shakespeare's dramatic company from 1588-94 to 1621-23. This is not the place to set forth the accumulated biographical data concerning each. From the accompanying tabulation of the documents in which the several actors' names occur and recur, from 1594 to 1623, the relative position which each player occupied in Shakespeare's company is fairly clear. The following facts may be pointed out: (1) Burbage, Heminges, Condell, and Lowin were the mainstays of the King's Men. (2) After the Patent of 1603 a newer group was added—Armin and Cooke, 1603; Tooley, 1605; Underwood and Robinson, 1611; Benfield, Gough, and Shank in 1619. (3) Cooke and Tooley appear to have been made sharers in the King's Men just after the Patent was issued by King James. (4) Of the original group of 1594, only Heminges and Condell remained alive in 1623 when the First Folio was published.

Of the individual actors,22 some general details by way of summary may be set down: (1) Shakespeare was the chief playwright for the King's Men rather than their main actor. (2) Burbage, who died on March 13, 1619, was the chief tragic actor for them, his rival being the equally well-known Edward Alleyn for the Admiral's Men. (3) Heminges, who stuttered by 1613, had long been an actor-manager of the organization before his death in 1627. (4) Phillips, who died between May 4 and May 13, 1605, in his will called Beeston (father of the William Beeston quoted in the Aubrey MS) his "servant" and Samuel Gilburne his "late apprentice." (5) Kempe, a comic actor, left the company about 1599. (6) Pope died July 22, 1603. (7) Of Bryan virtually nothing is known. (8) Condell, who had become a shareholder in 1610, died in 1630. (9) Sly was buried on August 16, 1608. (10) Cowley was buried March 12, 1619, and

his name appeared in the Ralph Brooke manuscript relative to Shakespeare's coat of arms discussed earlier in this work (chapter lxiii). (11) Lowin was added to the sharers after 1603 and remained with the company during more than twenty years. (12) Crosse may have been an actor of women's parts, but virtually nothing is known about him. (13) Cooke, buried February 25, 1614, had been a member since 1603. (14) Gilburne, termed his "late apprentice" in Phillips' will of 1605, may have been an actor of women's parts. (15) Armin, the comedian, was buried November 30, 1605. (16) Ostler died December 16, 1614. (17) "Field" appears to have been Nathaniel Field, the playwright; he took the place of Shakespeare as the company's dramatist, though the King's Men were already utilizing the work of Beaumont and Fletcher and, after the death of Beaumont in 1616, that of Fletcher alone. Field was born in 1587 and died between May 19, 1619, and August 2, 1620. (18) Of Underwood, virtually nothing of consequence is known. (19) Tooley in his will called Burbage his "late "Mr" (20) Of Egglestone little is known. (21) Of Taylor but little is known. (22) Of Benfield virtually nothing has come to light. (23) Gough in October 1621 was a Messenger of the Chamber; Birch, who succeeded him, is not in the list of 1623. (24) Of Robinson but little is known. (25) Shank replaced Armin (†1605) as a clown. (26) Rice became a sharer between May 19, 1619, and April 7, 1621. Lawrence Fletcher, the Scotch actor whom James I brought with him to London in 1603, though he was listed first in the King James Patent of 1603, never was an active member of the King's Men. In 1605, Phillips called him a "fellow."

A list of actors of the period, according to various contemporary records, with source and year, is provided here in a tabulation (p. 568).

J. "A Catalogve of the seuerall Comedies, Histories, and Tragedies contained in this Volume," as it appears in the preliminaries of the First Folio, must be the basis of any critical study of the

thirty-six plays included in that volume. It should be noted that here the captions, "Comedies, Histories, and Tragedies" virtually repeat the corresponding classification in the entry in the Stationers' Register. It is obvious that the fourteen comedies listed were not in the chronological order in which Shakespeare composed them, for The Tempest, one of his very last products, heads the list. It is even more obvious that the arrangement of the ten "Histories" is not that in which the dramatist wrote them, though the chronological order is historically correct. Similarly, the eleven "Tragedies" (among which Troilus and Cressida was not included in the catalogue) were not arranged in accordance with any discoverable principle. Scholars have deduced that the correct historical order of the "Histories" indicates special consideration given to that group and that, in fact, those plays formed the basis for the arrangement of the entire thirty-six plays. It should be remembered, however, that Elizabethans and Jacobeans also knew their English kings exceedingly well-particularly the Tudor Henries-and their placing them in a separate group and in historical order was a rather natural procedure. Neither Shakespeare's comedies nor his tragedies utilizes any corresponding principle of arrangement. In the groups of comedies and tragedies, however, there is, seemingly, some half-hearted attempt to put those not previously printed at the beginnings and the ends of the groups.

The threefold grouping was further emphasized by the fact that each group had its separate and inclusive pagination (not accurate, because of wholesale omission of numbers in several places and because of some duplicate numberings): (1) "Comedies," pp. 1-303; (2) "Histories," pp. 1-232; (3) "Tragedies," pp. 1-399 (the last folio inaccurately printed "993"). Also these three divisions are the more individualized by separate signature sequences; that is, each group begins with a new signature. It should be noted, too, that Troilus and Cressida and Cymbeline were placed not in their proper category but

in the group of tragedies.

For a scholarly treatment of Shakespeare's dramatic company, see T. W. Baldwin, The Organization and Personnel of the Shakespearean Company (1927), and Sir E. K. Chambers, The Elizabethan Stage (1923, Vols. I, II) and also William Shakespeare (1930, Vol. I, chap. iii). Bibliographies on the subject are in each of these volumes.

ACTORS IN ELIZABETHAN THEATERS AS LISTED IN THE FIRST FOLIO AND OTHER CONTEMPORARY RECORDS, CHIEFLY IN CONNECTION WITH PLAYS

1594

Manuscript Accounts of Treasurer of Royal Chamber:

William Shakespeare Richard Burbage William Kempe

1598

Jonson's Every Man in His
Humor:
William Shakespeare
Richard Burbage
John Heminges
Augustine Phillips
William Kempe
Thomas Pope
Henry Condell

William Sly

1599

Jonson's Every Man Out of
His Humor:
Richard Burbage
John Heminges
Augustine Phillips
Thomas Pope
Henry Condell
William Sly

1603

James I Patent for King's
Men:
William Shakespeare
Richard Burbage
John Heminges
Augustine Phillips
Henry Condell
William Sly
Richard Cowley
Robert Armin

160:

Ben Jonson's Sejanus:
William Shakespeare
Richard Burbage
John Heminges
Augustine Phillips
Henry Condell
William Sly
John Lowin
Alexander Cooke

1604

Manuscript Account of Master of Royal Wardrobe: William Shakespeare Richard Burbage John Heminges Augustine Phillips Henry Condell William Sly Richard Cowley Robert Armin

1605

Augustine Phillips' Will:
William Shakespeare
Henry Condell
Richard Cowley
Alexander Cooke
Samuel Gilburne
Robert Armin
Nicholas Tooley

1605

Ben Jonson's Volpone:
Richard Burbage
John Heminges
Henry Condell
William Sly
John Lowin
Alexander Cooke

1610

Ben Jonson's The Alchemist:
Richard Burbage
John Heminges
Henry Condell
John Lowin
Alexander Cooks

Alexander Cooke Robert Armin William Ostler Nicholas Tooley

1611

Ben Jonson's Cataline:
Richard Burbage
John Heminges
Henry Condell
John Lowin
Alexander Cooke
William Ostler
John Underwood
Nicholas Tooley
William Egglestone
Richard Robinson

1612-13

Beaumont and Fletcher's

The Captain:

Richard Burbage

Henry Condell

1613-14

Beaumont and Fletcher's

Bonduca:

Richard Burbage

Henry Condell

John Lowin

William Ostler

John Underwood

Nicholas Tooley

William Egglestone

Richard Robinson

1614

Beaumont and Fletcher's Valentinian:
Richard Burbage
Henry Condell
John Lowin
William Ostler
John Underwood

Royal License for King's

1619

Men:
Richard Burbage
John Heminges
Henry Condell
John Lowin
Nathan Field
John Underwood
Nicholas Tooley
William Egglestone
Robert Benfield
Robert Gough
Richard Robinson
John Shank

1619

Lord Chamberlain's Warrant
for Liveries:
John Heminges
Henry Condell
John Lowin
Nathan Field
John Underwood
Nicholas Tooley
William Egglestone
Joseph Taylor
Robert Benfield
Robert Gough
Richard Robinson
John Shank

1621
Lord Chamberlain's Warrant
for Liveries:
John Heminges
Henry Condell
John Lowin
John Underwood
Nicholas Tooley
William Egglestone
Joseph Taylor
Robert Benfield
Robert Gough
Richard Robinson

John Shank

John Rice

1613-23

Note to Webster's Duchess
of Malfi:
Richard Burbage
Henry Condell
John Lowin
William Ostler
John Underwood
Nicholas Tooley
Joseph Taylor
Robert Benfield
Richard Robinson
John Rice

1623

"Principall Actors in all these Playes," First Folio: William Shakespeare Richard Burbage John Heminges Augustine Phillips William Kempe Thomas Pope George Bryan Henry Condell William Sly Richard Cowley* John Lowin Samuell Crosse Alexander Cooke Samuel Gilburne Robert Armin William Ostler Nathan Field John Underwood Nicholas Tooley William Egglestone Joseph Taylor Robert Benfield Robert Gough Richard Robinson John Shank John Rice

Alexander Cooke William Ostler

^{*} Recorded also as having had a musician's part in Seven Deadly Sins.

The "Catalogye" reads:

[ORNAMENT].

A CATALOGVE of the severall Comedies, Histories, and Tra-

gedies contained in this Volume. COMEDIES

Folio 1.

The two Gentlemen of Verona. The Merry Wines of Windfor. Measure for Measure. The Comedy of Errours. Much adoo about Nothing. Loues Labour loff. Mid ommer Nights Dreame. The Merchant of Venice. The Taming of the Shrew. As you Like it. All is well, that Ends well. Twelfe Night, or what you will.

HISTORIES

The Winters Tale. The Life and Death of King John. The Life & death of Richard

The First part of King Henry

The Second part of K. Henry

The Life of King Henry the Fift.

The First part of King Henry

The Second part of King Hen.

The Third part of King Henry

The Life & Death of Richard the Third.

The Life of King Henry the Eight.

TRAGEDIES

The Tragedy of Coriolanus

Titus Andronicus. Romeo and Juliet.

Timon of Athens. The Life and death of Julius

The Tragedy of Macbeth.

The Tragedy of Hamlet.

Othello, the Moore of Venice. King Lear. Anthony and Cleopater.

Cymbeline King of Britaine. • Repetition of the ornament or headband on the recto dedication page, the same being used also on the first play but not elsewhere throughout the book.

See A U Dallard Challenge College and Outston. See A. W. Pollard, Shakespeare Folios and Quartos, pp. 127-22 pp. 132-33.

III. THE PRINTING Both the date of the printing and the date of publication of the First Folio

have been the subject of varying conjecture. William Drummond23 obviously was in error when he asserted that the publication was about 1614. "The last we have are Sir William Alexander and Shakespear, who have lately published their Works." The earliest evidence of actual publication is that of the binding of the copy delivered to the Bodleian Library—the date is February 17, 1624. That date suggests that the volume was completed late in 1623 or early in 1624. It seems likely that the printing of the 61 book took place before William Jaggard's death early in November 1623, 101 for the colophon (page 309 of the "Trag-122 edies," erroneously folioed 993) runs: 145 "Printed at the Charges of W. Jaggard, 163 Ed. Blount, I. Smithweeke, and W. Asp-185 208 ley, 1623." If this is true, the printing 230 was either completed or almost com-255 pleted at the time of the entry in the 304 Stationers Register on November 8, Fol. 1.

1623 (see Document 255, below); It is clear from a Frankfort list of books that publication was contemplated earlier than 1623: a list's to be published in Frankfort, between the 46 months of April and October, 1622, has

one entry thus: "Plays written by M. Wil liam Shakespeare, all in one volume, printed by Issack laggard, in fol." If

the date of this entry is as of the year 1622, one wonders why William Jaggard instead of Isaac Jaggard was not 173

given as the printer, since the former was not dead, apparently, before No-205

Mr. Willoughby? suggests the correct date of the entry as 1621 on two vember 1623. main bits of evidence: (1) the actor list Fol. 1. suggests 1621 rather than 1623; (2) the recurrent flaws in one of the tailpieces 109 131

make it probable that the printing was begun as far back as 1621 and was sus-152

as See notes appended to abstract of Drummond's - See notes appended to answer of Drummond's convertation with Ben Jonson in Jonson's Works, 1711, 283 310 346 369

24 See Casalogus Universalis pro Nundinis Francouniversalis pro Nunainis Franco-furtensibus for the list. The list includes other Eng-Justentibus for the 11st. The 11st includes other English books, which did not appear before 1623. (See ush books, which are not appear before 1042. (See F. P. Wilson, The Times [London] Literary Supplearers Normanian S. 1075 7727 The Carleson Section 1075 7727 The Carleson 10 r. r. wuson, 1 ne 1 imes [London] Literary Supplement, November 5, 1925, p. 737.) The Catalogus for ment, November 3, and 1624 has the commendation. ment, November >, 1945, p. 131.) The Catalogus for October 1623 to April 1624 has the corresponding en-October 1043 to April 1049 has the corresponding en-try for the First Polio: "Master William Shakespeares wy for the First Polion Address in fall

workes, printed for Edward Blount, in fol."

"Edwin E. Willoughby, "An Interpretation in the Printing of the First Folio," The Library, 4th ser., IX

(1928-29), 262-66.

pended at an early stage in the composition of the "Histories" while Jaggard printed some other work. Adopting 1621 would thus place its original inception hard upon the issue of the Pavier quartos printed in 1619. Whether or not the Pavier quartos of 1619 stimulated the issuing of the First Folio cannot, on any present known documentary evidence, be determined. The two publishing ventures are close enough in time to warrant believing that that actually was the case. Nor can it be proved that the appearance of Jonson's Folio in 1616 influenced the preparation of the 1623

Clearly the date 1622 appearing on Shakespeare Folio. the Lenox First Folio in the New York Public Library is the result of someone's changing the figure "3" into a figure "2." Another Lenox copy has a facsimile title Page which also has the date 1622. Additional evidence that the First Folio was issued later than 1622 is in the Sir Henry Salisbury MS, 5390 D, folio 141, in the National Library of Wales. Sir Israel Gollancz, who discovered the manu-

script, concludes that Sir Henry was the son of the Sir John Salisbury to whom Love's Martyr (1601) was dedicated. The manuscript, a family miscellany, did belong once to the Salisbury family of Lleweni, in Denbighshire. A poem'

addressed to "mr John Heamings & Henry Condall," in the manuscript, follows the entries of 1622.

B. The price at which the First Folio sold has been rather regularly stated and restated as "f.;" a sovereign, and, later, one guinea.

The original is unpunctuated. The following transcript is direct from a facsimile furnished to the present editor by Mr. John Ballinger of the National Library of Wales.

To my good freandes mr John Heamings & Henry
Condall[:] Library of Wales:

yow yt Joyndy [,] with vindaunted paying yo y joynuy 1.1 w yamaunun paynes followises traynes [,] vowcarca to Lawrine to vs mease monte suay how mutch you merryt by it is not sedd[s] now much you marryth by it is not seemed but yow have pleased the lyvinge[,] loved you

Raysede from yo weambe of Earth a Ritcher myne raysede from yo woambe of rarin a kitcher myne then Curteys [Cortez] Cowlde win all his Castelayne

Associan[es][;] they dydd butt digg for Gowlde[,] Purchase of the state of the st on the guine was a coin issued from 1663 to 1813 and first made of gold from Guinea. In 1717 its value and first made of gold from Junice. In 1/1/30 value was fixed by Parliament at 21 shillings. Originally the was nxen by raniament at 41 animus. Only, guinea was intended to be equal to a pound.

\$40 in present American value) has been based on the authority of George Steevens, who, in 1803, reported: "I have discovered in a copy of the folio of 1623, belonging to Messieurs White, booksellers in Fleet Street, that the original price of this volume was-one pound!" This statement, so far as the present editor knows, has not been confirmed by any discovery of it in any present-known copy of the original First Folio. Jaggard's Shakespeare Bibliography (1911, p. 495) asserts that at Dulwich in a memorandum on a letter, dated November 30, 1623, from William Cartwright to Edward Alleyn, famed actor and generous founder of Dulwich College, occurs the statement: "Paid a sover-in for Shaksper's booke of Plaies." Cartwright was an intimate friend and guest of Alleyn's from 1617 onward.

That there was solicitous concern for the financial success of the venture at the time is evident from Heminges and Condell's urging that the reader should buy a copy ("But, what euer you do, Buy") and their admission of "feare of the successe" in the dedication to the Earls of Pembroke and Montgomery.

C. The number of First Folio copies printed has been variously estimated. The number must have been more than 500 or 600 as so often given. Indeed, return of the cost of such a published product—even assuming that there was no profit—would have required a larger number of copies. Greg and others estimate the number to have been 800 to 1,000, and the existence today of about 180 copies may indicate that an even larger number were printed.

D. From the title page and from the colophon it is clear that some five persons were concerned in the publishing of the First Folio: (1) the title page says, "Printed by Isaac Iaggard, and Ed. Blount. 1623." (2) The colophon at the end of the volume says, "Printed at the Charges of W. Jaggard, Ed. Blount, I. Smithweeke, and W. Aspley, 1623." These men were all somewhat conspicuous as printers²⁸ or as publishers, and

may be successively identified as follows:

William Jaggard. Jaggard, an active London publisher and printer from 1594 to 1623, moved about 1608 from St. Dunstan's Churchyard in the Barbican, to James Roberts' print shop at the sign of the "Half-Eagle and the Key." He was primarily a printer and not a publisher, although the colophon lists him as one of the four at whose "charges" the First Folio was issued. In 1599 he had published The Passionate Pilgrim (also n.d. and 1612) and had falsely accredited the whole to William Shakespeare. In 1611, and afterward, he was printer to the City of London. In 1619 he published the Thomas Pavier quartos of Shakespeare's plays; and in 1623 he printed the First Folio but does not seem to have quite completed the undertaking before he died, for, while his name appears in the colophon as one of the four publishers of the volume, it was not on the title page as one of the printers. The title page contains the name of his son Isaac: "Printed by Isaac Iaggard, and Ed. Blount, 1623." This indicates rather that the last page (colophon) of the Folio was printed before William Jaggard's death but that the inserted title page was printed after his death. William Jaggard was probably dead by November 8, 1623, when the entry for the sixteen First Folio plays was made in the Stationers' Register; and that entry was made to his son-"Master Blounte and Isaak Jaggard." (See Document 255, below.) On November 17, 1623, William Jaggard's will was proved. He, however, had sent a copy of the First Folio to his friend, Augustine Vincent, of the College of Heralds, and Vincent autographed it "Ex dono Willi laggard Typographi ao. 1623." His son, Isaac, inherited his father's printing business and appears to have been active as a printer from 1613 to 1627. See page 294, above.

Edward Blount. Blount, an active London publisher from 1594 to 1632, was not a printer, although his name

it has been estimated that there were two hundred and fifty booksellers and publishers, many of whom had their shops near or in the vicinity of St. Paul's. For a city of fewer than 150,000 inhabitants, London of that day should have been well supplied with books.

was coupled with that of Isaac Jaggard on the title page of the First Folio. He was a stationer of exemplary integrity and a well-known publisher interested in literature. From a Stationers' Register entry on November 16, 1630, for the transfer of Blount's rights in the First Folio to "Master Allot"—a transaction which made the 1632 Second Folio possible—it appears that the publisher's rights in the First Folio were Edward Blount's and that the printer's rights were Isaac Jaggard's. Accordingly, the main mover in the publishing and bookselling of the First Folio was probably Edward Blount, and not Heminges and Condell, whose names appear neither as printers on the title page nor as publishers in the colophon. In 1588 Blount had been admitted a freeman of the Stationers' Company. In 1594-95 he secured his first shop at the Black Bear in St. Paul's Churchyard. In 1594, as a friend of Christopher Marlowe (1564-1592), he published The Tragedy of Dido by Marlowe and Nashe. He was literary executor of Marlowe, and issued his Hero and Leander (completed by George Chapman) in 1598. In 1600 he published Lucan's First Booke, "translated by Chr. Marlowe," and dedicated it to Thomas Thorpe, who later published the 1609 Shake-speares Sonnets. In 1596 Blount issued Italian-Englishman John Florio's The Worlde of Wordes. In 1603 he issued Montaigne's Essays, translated by John Florio. In 1604 he issued Loves Martyr, in which Shakespeare was named one of "the best and chiefest of our modern poets." In 1606 he published Sir Gyles Goosecappe. In 1607 he published Ars Aulica or the Courtiers Art translated from the Italian of Lorenzi Ducci. In 1607 he was the pioneer in publishing a collection of English plays-Four Monarchicke Tragedies of William Alexander, who later became the Earl of Stirling. These plays were never acted, indeed were not written to be acted. In 1608 he secured licenses for Pericles and Anthony and Cleopatra, probably for the King's Men, but did not then publish either. In 1612 he issued Don Quixote, Shelton's trans-

²⁸ A decree of 1637, which limited the number of printers to twenty and the number of presses each printer could have to two, apparently reaffirmed a decree of 1585. Booksellers were much more numerous;

lation, the first in English. In 1620 he issued the second part of Don Quixote. In 1623 Blount published The Rogue or the Life of Don Guzman de Alfaranche, a famed Spanish novel. In 1623 he was one of the chief agencies in issuing the Shakespeare First Folio. Adams (Life of William Shakespeare, p. 534) holds that Blount aided in preparing the texts of the plays, that Heminges and Condell provided the copy, and Blount edited them. Now there is no extant documentary evidence that Blount edited the plays for the First Folio; indeed, there is little evidence that they actually were critically edited. But, if they were edited at all, Edward Blount was, of the syndicate, the man best qualified to do so. Certainly he had been active in the publishing business and he had had contacts with the King's Men in 1608 and in connection with Pericles and Anthony and Cleopatra. In 1628 he issued Micro-Cosmographie, a group of essays by John Earle, who afterward became Bishop of Worcester. In 1632 Blount was the publisher of John Lyly's Sixe Court Comedies.

John Smethwick. Smethwick, who spelled his name in several ways, was a London publisher from 1597 to 1640. His shop was in St. Dunstan's Churchyard "in Fleete-streete vnder the Dyall." For a time he was printer for John Jaggard, brother of William Jaggard. In 1602 he issued Nicholas Breton's A Poste with a Madde Packet of Letters, the only known copy of which is in the Huntington collection. In 1605 he issued Peter Woodhouse's The Flea. In 1607 Nicholas Linge transferred to John Smethwick the copyrights of Love's Labour's Lost, The Taming of A Shrew, Romeo and Juliet, and Hamlet. In 1609 he published Quarto 3 of Romeo and Juliet and subsequently another undated quarto of the same play-two issues with but differing title pages—and then in 1637 a Quarto 5 of Romeo and Juliet. In 1611 he published Quarto 3 of Hamlet, and then an undated quarto of the same play, and still later Quarto 5 dated 1637. In 1623 he shared with Blount, Jaggard, and Aspley in publishing the First Folio. In 1631 he issued Quarto 2 of Love's

Labour's Lost and published Quarto 1 of The Taming of the Shrew. In 1632 he shared with Allot, Hawkins, Aspley, and Meighen in publishing the Second Folio, of which Thomas Cotes was the printer. In 1637 he was elevated to the position of Master of the Stationers' Company.

William Aspley. Aspley, a London publisher from 1598 to 1640, published with Andrew Lang in 1600 Quarto 1 of Much Ado about Nothing and Quarto 1 of Henry IV, Part II. In the same year he published Thomas Dekker's Old Fortunatus. In 1604 he issued John Marston's The Malcontent, and in 1605 Eastward Hoe by Chapman, Jonson, and Marston. In 1609 Aspley and John Wright shared equally in publishing Shake-speares Sonnets. In 1623 he shared with Jaggard, Blount, and Smethwick in setting forth the First Folio. In 1632 he shared with Smethwick, Hawkins, Allot, and Meighen in issuing the Second Folio. In 1640 he was advanced to be Master of the Stationers' Company. He died in 1640 while in office.

Of the five men mentioned, the Jaggards, William and Isaac, were the only printers, and probably the whole of the First Folio was printed on their presses. The appearance of William's name in the colophon has been interpreted to mean that the book, apart from the preliminary material, was printed prior to his death in November 1623; and Isaac's name on the title page and in the Stationers' Register entry (see Document 255, below) of November 8, 1623, clearly indicates his connection with the enterprise. The brass rules, type, and ornaments all indicate that the entire work was printed in the same establishment. The type was of Dutch origin and from a font which Jaggard had used in 1619 in printing the Pavier quartos. The same ornaments29 appear throughout the book, and it is hardly possible that these could have been carried about from press to press.

The use of separate pagination for the

three divisions in the book has been taken as an indication that the book was printed on more than one press simultaneously or that it was printed by more than one printing house. Jaggard, like other London printers, had only two presses, and the use of both on one enterprise would have curtailed his activities considerably. A. W. Pollard feels that the existing pagination would be natural under these circumstances and that it is extremely unlike Jaggard to have farmed out parts of the Folio to some of his friends. Jaggard was concerned with keeping his own establishment busy, and he printed other books in 1622 and 1623.

Various collections of printer's errors in the First Folio have been made: see Allibone (1870), Lowndes, Winsor, British Museum Shakespeare Catalogue (1897), Lee (introduction to his facsimile of the Chatsworth-Devonshire First Folio now in the Huntington Library [1902], Pollard (Shakespeare Folios and Quartos), and others. Many of the errors were corrected in the course of the printing and do not exist in all copies. There are misprints in the signatures: Signature V is printed as Vv; a3 as Aa3; m3 as l3; v8 is omitted; bb2 is printed as Bb2; gg as Gg; nn and nn2 as Nn and Nn2; oo as Oo; oo2 is omitted; ttz is printed as ttz; xx, xxz, xxz are printed as x, x2, xs; and yy2, yys as y2, ys. There are misprints in pagination: In the Comedies: 50 is misprinted as 58; 59 as 51; 86 as 88; 153 as 151; 161 as 163; 164 and 165 as 162 and 163; 189 as 187; 214 as 212; 249 and 250 as 251 and 252; and 265 as 273. In the Histories: 37 is printed as 39; 47 and 48 are omitted; 89 and 90 are printed as 91 and 92; the leaf which follows page 100 is unfolioed; the numbers 69 to 100 are repeated; 165 and 166 are printed as 167 and 168; and 216 is printed as 218. In the Tragedies: 77 to 80 are printed as 79 to 82; the leaf which follows page 98 is unfolioed and the numbers up through 108 are omitted; after page 156 a hundred numbers are omitted; 279 is printed as 259; 282 as 280; 308 as 38; 379 as 389; and 399 as 993. The many, many still more minor errors cannot be listed here. Sir

²² For the ornaments employed and their position, see Pollard's Shakespeare Folios and Quartos, pp. 132-33.

Sidney Lee's "Introduction" to his 1902 facsimile has cited a large number; but his list is far from complete.

Aside from such evidence of minor mishaps, there appear to have been three major accidents in the printing of the First Folio. The first of these is concerned with The Winter's Tale. The first page of the play is printed on page 277, a recto, with the page opposite left blank. The reason for the waste of page 276 was not that there was a rule in Jaggard's printshop that a new section must start on a right-hand page, because The Two Gentleman of Verona, Love's Labour's Lost, The Taming of the Shrew, and All's Well That Ends Well each start on a lest-hand page. Furthermore, a new set of signatures was employed. The comedies, from The Tempest through Twelfth Night, end on page 275 and take up signatures A-Z; signatures a-x were reserved for the histories; and signatures Aa-Cc were used for The Winter's Tale. A fresh copy of the last-named play was licensed on August 19, 1623, by Sir Henry Herbert, Master of the Revels, because "the allowed booke was missinge."30 Although the evidence for it is not conclusive, a possible explanation is that the "allowed booke" was missing at the time that it was desired for press and that the play was printed later.

A curious bit of bibliographical evidence appears in the printing of Henry IV, Part II, at Act III, scene ii. Between signatures g and h appears a quire designated gg with four leaves instead of the usual three. This quire completes the play with one page left over, the recto of which contains an epilogue, apparently dug up for the occasion, and the verso of which contains a list of actors for the following play, Henry V. Henry V begins on the quire designated h. The explanation offered for this is that the pressman, when he was halfway through Henry IV, Part II, was called upon to print The Winter's Tale and that when he returned to the histories he temporarily forgot the latter part of Henry IV, Part II, and went on with

²⁰ J. Q. Adams, The Dramatic Records of Sir Henry Herbert, Master of the Revels, 1623-73, 1917, p. 18. Henry V. Only after he had finished Henry VI, Part III, did he return to finish the partially printed play. This hypothesis depends upon that of the late printing of The Winter's Tale, and for that reason cannot be accepted without reservations. A study of the brass rules in the plays concerned, however, indicates that they were printed in the order mentioned.

At the beginning of the tragedies Troilus and Cressida is included, though it is not named in the "Catalogve." Only the second and third and fifth pages of the play are paged, and these are numbered 79, 80, and 82. It is definitely known that originally the play was intended to start on page 78 (solioed 80 in error), the back of the last page of Romeo and Juliet, for one of the copies of the First Folio formerly belonging to the Countess Burdett-Coutts has the original leaf, with Romeo and Iuliet ending on the recto and Troilus and Cressida beginning on the verso. Probably some trouble about the copyright made the projectors of the Folio decide to delete Troilus and Cressida, after the printing of the first three pages. At that time Timon of Athens was used to fill in the space reserved. The printer's crror in paging at this point (79, 80, 81, and 82 for 77, 78, 79, and 80) could have happened very easily in the confusion due to the change. Timon of Athens, however, did not completely fill the space so designed for it but ends on page 99. Hence page 100 is blank, and numbers 101 through 108 are omitted; Julius Caesar starts on page 109.

Later, when it was decided to include Troilus and Cressida, its place was already occupied. Consequently the play was inserted at the beginning of the tragedies, a prologue was found to fill the recto of the first leaf, formerly occupied by the last page of Romeo and Juliet, and the remainder of the play was printed without pagination. A new set of signatures was now employed, ¶, ¶¶, the first two leaves which had been printed previously being without signatures. But the play was not included soon enough for its title to appear in the "Catalogye."

IV. THE COPYRIGHT

In order to print a collection of plays in 1623 the promoters had to have permission from the dramatic company to which the plays belonged and permission from the owners of the "copies" or "copyright." It is obvious from Heminges and Condell's part of the enterprise that the King's Men were either willing that the plays be published or were perhaps themselves promoting the venture. Certainly the manuscripts in the possession of the acting company were at the disposal of the publishers. Some of the plays had never been registered to anyone and had never appeared in quarto. These generally presented no problem. But securing permission from the individual owners of certain copyrights was a more difficult task.

The entry in the Stationers' Register for November 8, 1623, to "Mr Blounte" and "Isaak Jaggard" included by title sixteen of Shakespeare's plays which, up to 1623, had never been issued in quarto. The entry very definitely reads: "soe manie of the said Copies as are not formerly entred to other men." The titles that follow are grouped in the entry into "Comedyes," "Histories," and "Tragedies," divisions currently recognized in Jacobean drama.

The identification "Mr" employed in connection with Blount, Worrall, Cole, and William Shakespeare was a title not without significance in that day. In this instance, the licenser was, not the Master of the Revels, but Master Doctor Thomas Worrall, who was one of the episcopal delegates, a prebendary of St. Paul's. The fee for the entry was "vijs," about fourteen dollars in modern values. A good facsimile of the entry, inserted between pp. xviii-ix in Studies in the First Folio (1924), is reproduced by the authors, H. M. Spielmann and others. A literal transcript of the original manuscript entry is here provided as Document 255.

Earlier entries in the Stationers' Register concerning plays printed in the First Folio are to be found in the chapters dealing with the printing of the various

²¹ W. W. Greg, "Some Notes on the Stationers' Register," Library, 4th ser., VII (1926-27), 381.

quartos. For convenience, the dates of such entries, the owners of the copy, and other information concerning the

for Henry V, Henry VI, Part II, and Henry VI, Part III, and who had a claim to Titus Andronicus. Pavier had

[DOCUMENT 255]

[STATIONERS' REGISTER ENTRY FOR THE FIRST FOLIO, NOVEMBER 8, 1623]†

8º Nouembris 1623.

Mr Blounte

Entred for their Copie vnder the hands Isaak Jaggard. of Mr Doctor Worrall and Mr Cole warden Mr William Shakspeers Comedyes Histories, and Tragedyes soe manie of the said Copies as are not formerly entred to vii5 other men.

> G*S. The Tempest.

> > The two gentlemen of Verona

Measure for Measure The Comedy of Errors

Comedyes. As you like it

All's well that ends well

Twelfe night The winters tale

Historics.

The thirde parte of Henry ye sixt

Henry the eight

Coriolanus

Timon of Athens

Tragedies.

Iulius Cæsar Mackbeth

Anthonic and Cleopatra

Cymbeline

† Edward Asber, Transcript of the Registers of the Company of the Stationers of London, 1875-94, IV, 107. While Arber gives "Master Blounte, Master William Shake-speare," the original entry is "Mr." To the left of the entry for The Tempest, as shown in facsimiles, appears: "G*S." It does not appear in Arber's transcript. It is modern, and may stand for "Gulielmus Shakespeare" or "George Steevens."

plays are included in the following

table (pp. 574-77).

The Jaggards held no copyrights earlier than those of the November 1623 entry, but William had connections with men who did own copyrights. He himself printed the 1619 quartos for Thomas Pavier, who owned the copies acquired the right to Henry V from Edward White in 1600. Henry VI, Part II, and Henry VI, Part III, are versions of The Contention (1594), and The True Tragedy (1595), and were published by Pavier in 1619 as The Whole Contention. He had acquired the rights to these from Thomas Millington in 1602 as "The first and Second parte of Henry the VJ'." Pollard thinks this designation quite natural, since the earlier was called The First Part of the Contention and the second was a continuation of it.

Pavier's claim to the rights for Titus Andronicus were not so clear. Danter had printed a quarto of it in 1594, which Edward White and Thomas Millington had sold for him. After Danter's death both men thought that they had a legitimate claim. In 1600 White had brought out a second quarto; in 1602 Millington had transferred the copyright to Pavier at the same time that he had transferred Henry VI, Part II and Henry VI, Part III; and in 1611 White brought out a third quarto.22 It is not known which of the claimants the venturers may have negotiated with; they may have relied on Pavier's claim.

In addition to Henry V, Henry VI, Part II and Henry VI, Part III, Pavier and Jaggard had included other plays by Shakespeare in their 1619 venture: The Merry Wives of Windsor, the copy of which was owned by Arthur Johnson; A Midsummer-Night's Dream, formerly the property of Thomas Fisher but probably considered derelict at the time, in 1619 and also in 1623; The Merchant of Venice, which had passed to Lawrence Heyes after the death of his father, Thomas Heyes; and King Lear, which belonged to Nathaniel Butter. The promoters of the Folio must have come to terms with Johnson, Heyes, and Butter; and it is altogether possible that these men may have been a little difficult.

Anthony and Cleopatra had been entered in the Stationers' Register on May 20, 1608, to Edward Blount.22 The reason for a second entry on November 8, 1623, is not clear; Chambers suggests that it may have been made for the purpose of giving Isaac Jaggard an interest in the play. Blount owned no other

²² This dual "right" may have been the reason that Pavier did not include Titus Andronicus in the quartos of 1619.

^{*} Asber, Transcript of the Registers of the Company of the Stationers of London, III, 378. At the same time Blount had entered Pericles, the reason for the exclusion of which must have been authenticity, since Blount had a right to the copy and since the Register does not have a record of any other claim.

DOCUMENTARY RECORD OF THE PLAY

Plays as in the "Catalogye"	First Definite Mention	Stationers' Register Entry	Publication before 1623
COMEDIES			
The Tempest	November 1, 1611, Court performance recorded in Revels Account	November 8, 1623, Folio list	•••••••••••
The Two Gentlemen of Verona	1598, Meres	November 8, 1623, Folio list	••••••
The Merry Wives of Windsor	January 18, 1602, Stationers' Register	January 18, 1602 (double entry)?	1602, a "bad" quarto; 1619
Measure for Measure	December 26, 1604, Court performance recorded in Revels Account	November 8, 1623, Folio list	
The Comedy of Errors	December 28, 1594, performance recorded at Gray's Inn	November 8, 1623, Folio list	
Much Ado about Nothing	August 4, 1600, Stationers' Register, "to be staied"	August 4, 1600; August 23, 1600	1600, a "good" quarto
Love's Labour's Lost	1598, Meres	January 22, 1607; November 19, 1607	?'; 1598, a "bad" quarto
A Midsummer-Night's Dream	1598, Meres	October 8, 1600	1600, a "good" quarto; 1619
The Merchant of Venice	1598, Meres	July 22, 1598; October 28, 1600	1600, a "good" quarto; 1619
As You Like It	August 4, 1600, Stationers' Register, "to be staied"	August 4, 1600; November 8, 1623, Folio list	
The Taming of the Shrew		[No entry] 7	[1594, quarto of The Taming of a Shrew]
All's Well That Ends Well	1598, Meres ¹	November 8, 1623; Folio list	••••••
Twelfth Night	February 2, 1602, production at Middle Temple recorded in Man- ningham's Diary	November 8, 1623, Folio list	••••••
The Winter's Tale	May 15, 1611, performance at Globe recorded in Forman's Diary	November 8, 1623; Folio list	
HISTORIES			
King John	1598, Meres	No entry ¹	[1591, 1591, 1611, 1622, quartos of The Troublesome Raigne of Iohn King of England]
Richard II	August 29, 1597, Stationers' Register	August 29, 1597; June 25, 1603	1597, a "good" quarto; 1598, 1598, 1608, 1615
Henry IV, Part I	February 25, 1598, Stationers' Register	February 25, 1598; June 25, 1603	1598, a "good" quarto; 1599, 1604, 1608, 1613, 1622

a See "The Copy Used for The Tempest, 1623," The Tempest, New Cambridge edition, 1921, pp. 79-85.

[#] The theory that a new copy was prepared for plays for which the original copy was lost or destroyed has been accepted by John Dover Wilson as the most plausible explanation for certain peculiarities that appear in the texts of various Shakespearean plays.

The "assembled copy" was prepared by constructing a new manuscript using the actors' parts and the theatrical "plot" or "plat," which was really a guide posted in the theater designating the entrances and exits for various actors. The actors' parts were the lines of a particular actor plus the lines immediately preceding and following each speech. With the plot for a guide the reconstruction of a new manuscript would be a fairly simple process. For the characteristics of a text printed from a copy prepared in such

a manner, see Wilson's critical notes on the copy for The Two Gentlemen of Verona, The Merry Wives of Windsor, Measure for Measure, and The Winter's Tale (New Cambridge edition [1920-32]). Chambers (William Shakespeare, 1930) rejects this theory on the ground that the theatrical manuscripts of the actors' parts and the plot would probably be kept in the same place as the prompt copy and therefore if one were lost all would be lost.

 $[\]gamma$ Entered to Busby and transferred to Johnson on the same day.

⁸ W. W. Greg, Shakespeare's Merry Wives of Windsor, 1602, 1910.

Although no copy of an edition prior to 1598 is known, the title page reads "newly corrected and augmented," and the absence of an original entry in the Stationers' Register suggests that the 1598 quarto may have been preceded by a surreptitious print. The

INCLUDED IN THE FIRST FOLIO

Owner of Copyright in 1623

Probable Source of Text

***************************************	The playhouse manuscript. A fair text; Wilson thinks the stage directions may be the author's. One of the best-punctuated texts.
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	The playhouse manuscript. A fair text; very few stage directions, etc. Wilson holds that it was a copy "assembled" from actors parts.
Arthur Johnson	Unknown; not the corrupt Quarto 1, of 1602, and not the playhouse manuscript. ³ A good text; few stage directions. Wilson holds it was copy "assembled" from actors' parts.
	Unknown; not the direct playhouse manuscript. Not a very good text; there is, according to Wilson, evidence of transcribing and assembling from actors' parts.
	The playhouse manuscript. A fair text; the shortest of the Shakespeare plays (1,777 lines); few stage directions.
William Aspley	Quarto 1, 1600, which had been used as a promptbook copy. The Folio text does not vary much from that of Quarto 1, despite its 122 added errors.
John Smethwick	Quarto 1, 1598, from a corrupt text. There is not much variance of the Folio text from that of Quarto 1 despite the corrections and added errors in the Folio.
Derelict	Quarto 2, 1619, which was printed from the 1600 Quarto 1, a fair text; Folio text varies little from Quarto 2.
Lawrence Heyes	Quarto 1, 1600, printed by James Roberts from an authentic playhouse manuscript. Folio presents a good text which does not vary much from the Quarto version.
	Unknown; not a firsthand playhouse manuscript and not a prompt copy. A fair text; there are theatrical interpolations. Wilson suggests it was "assembled" from actors' parts.
John Smethwick	The playhouse manuscript, which was full of the author's stage directions. A fair text.
	The playhouse manuscript. An unsatisfactory text. The stage directions, etc., suggest nearness to the author's text.
******************************	The playhouse manuscript: a good text that has the earmarks of a prompt copy.
	Unknown; R. C. Rhodes ^s and J. D. Wilson suggest an "assembled" text from parts. A fair text; but typographically it is excellent.
Commercially passed for the old play of 1591	A playhouse prompt copy or a transcript of it." A fair text: irregularities, evidences of cutting, varied stage directions, irregular act and scene lengths.
Mathew Law	Probably Quarto 5, 1615, possibly Quarto 3, 1598. Readings restored from Quarto 1, 1597.
Mathew Law	Quarto 5, 1613, printed from Quarto 4. Successive quartos had added usual misprints and alterations, the profanity being excised. A fair copy.
"acwly corrected" on the title page may refer	to revision of the text instead of the lieve that Loue labours wonne listed as one of Shakespeare's Plays (Palladis Tamia,

[&]quot;newly corrected" on the title page may refer to revision of the text instead of the pinning. See John Dover Wilson's "The Copy for Love's Labour's Lott, 1598," Love's Labour's Loss (New Cambridge edition, 1923), pp. 97-130.

Pollard, Shakespeare Folios and Quartos, p. 98.

^{*}Commercially The Taming of the Shrew may have been considered identical with The Taming of a Shrew, entered to Peter Short on May 2, 1594 (Arber, Transcript, II, 648), entered to Nicholas Linge on January 22, 1607 (ibid., III, 337), and transferred by Linge to Smethwick on November 19, 1607 (ibid., III, 365).

Square brackets are used to enclose quartos of early versions of plays apparently revised later by Shakespeare.

Meres does not mention All's Well That Ends Well by title, but some scholars believe that Loue labours wonne listed as one of Shakespeare's Plays (Palladis Tamia, folio 282) refers to an early version of All's Well That Ends Well (R. Boyle, Englische Studien, XIV [1890], 408). Chambers (William Shakespeare, 1, 451) rejects the theory and dates the play about 1601.

s Rhodes, Shakespeare's First Folio, 1923.

A The Stationers' Register contains no entry for The Troublesome Raigne.

[#] See John Dover Wilson, "Introduction," King John, 1936, New Cambridge edition.

DOCUMENTARY RECORD OF THE PLAYS

Plays as in the "Catalogye"	First Definite Mention	Stationers' Register Entry	Publication before 1623
Henry IV, Part II	August 23, 1600, Stationers' Register	August 23, 1600	1600, a "good" quano
Henry V	August 4, 1600, Stationers' Register	August 4, 1600, "to be staied"; August 14, 1600	1600, a "bad" quarto; 1602, 1619
Henry VI, Part 1		November 8, 1623, Folio entry*	
Henry VI, Part II	September, 1592, Greene	March 12, 1594; April 19, 1602*	[1594, The Contention; 1595, The True Tragedy; 1619,
Henry VI, Part III	September, 1592, Greene	April 19, 1602*	The Whole Contention, Part 1 and Part II]
Richard III	October 20, 1597, Stationers' Register	October 20, 1597; June 25, 1603	1597, a "good" quarte; 1598, 1602, 1605, 1612, 1622
Henry VIII	June 29, 1613 (Globe burned during performance)	November 8, 1623, Folio list	
TRAGEDIES			
Troilus and Cressida ^o	February 7, 1603, Stationers' Register	February 7, 1603; January 28, 1609	1609, a "good" quarto; two issues
Coriolanus	1609, Jonson's The Silent Woman	November 8, 1623, Folio list	***************************************
Titus Andronicus	January 23, 1594, a performance re- corded in Henslowe's Diary	February 6, 1594; April 19, 1602	1594, 1600, 1611
Romeo and Juliet	1597 quarto	January 22, 1607; November 19, 1607	1597, a "bad" quarto; 1599, 1609, n.d.
Timon of Athens	••••••••••••	November 8, 1623, Folio list	***************************************
Julius Caesar	September 21, 1599, performance re- corded in T. Platter's Diary	November 8, 1623, Folio list	
Macbeth	April 20, 1610, performance recorded in Forman's Diary	November 8, 1623, Folio list	
Hamlet	July 26, 1602, Stationers' Register	July 26, 1602; November 19, 1607	1603, a "bad" quarto; 1604, 1611, n.d. (reprinted 1637)
King Lear	December 26, 1606, Court performance	November 26, 1607	1608, 1619
Othello	November 1, 1604, Court performance	October 6, 1621	1622
Antony and Cleopatra	May 20, 1608, Stationers' Register	May 20, 1608; November 8, 1623, Folio list	
Cymbeline	1610-11;* recorded in Forman's Diary	November 8, 1623, Folio list	

[&]quot;"The thirde parte of Henry ye sixt" of the November 8, 1623, entry clearly must refer to Henry VI, Part I (Chambers, William Shakespeare, I, 139).

^{*&}quot;The first and Second parte of Henry the VI" of the April 19, 1602, entry (see Document 97, Volume I, p. 204) must refer to Henry VI, Part II, and Henry VI, Part III, regarded as the first and second parts by the trade. On March 14, 1594, Thomas

Millington had entered "the firste parte of the Contention" (see Document 94, Valume I, p. 203). There was no original entry for Henry VI, Part III.

P Not listed in "Catalogye" but it was included in the Folio.

^{*}Acted 1609, published 1620. Truewit's last speech (v, i) is supposed to allude to Coriolanus, 11, ii, 105.

The problem of the source of the copy is much more complicated because of re-

INCLUDED IN THE FIRST FOLIO (Concluded)

Owner of Copyright in 1623	Probable Source of Text
William Aspley	A theatrical manuscript, also the basis for Quarto 1. A fair text in which profanity has been removed and some cuts, mainly theatrical, have been restored. The Quarto 1 text is better than the Folio text.
Thomas Pavier	A manuscript, of which Quarto 1 presents a garbled version. The Folio text is about 1,000 lines longer than the quarto. A defective text.
	Unknown. A fair text.
Pavier	Prompt copy. A good text.
Pavier	Prompt copy. A good text.
Mathew Law	Quarto 6, 1622, altered from a manuscript source; the errors in the Folio text coincide with those in Quarto 6. A fair text; evidences of revision abound; 230 lines not in the Quarto.
	The playhouse manuscript. A good text; elaborate stage directions.
Hann W.H.	
Henry Walley	Quarto 1, 1609, printed from a good playhouse manuscript (Chambers). Pollard holds it is an independent text.
***************************************	The playhouse manuscript. A defective text; stage directions and spellings may be Shakespeare's own.
White or Pavier	Quarto 3, 1611, which had been reprinted from Quarto 2, reprinted from Quarto 1, which had been printed from the playhouse manuscript. A whole scene, which is in none of the quartos, was added.
John Smethwick	Quarto 3, 1609, which was a reprint of the 1599 "good" quarto.
••••••	Unknown. An imperfect and incomplete playhouse manuscript (?); seems still unfinished.
***************************************	The playhouse manuscript which has normal stage directions. The best text in the Folio. A very short play, but its text does not appear to have been cut.
	The playhouse prompt copy, whose stage directions were fuller than usual. Of the tragedies it is the shortest text (2,106 lines), obviously resulting from some sort of abridgment.
John Smethwick	The playhouse manuscript; an independent text not based on the corrupt 1603 Quarto 1 and not directly on the 1604 authorized Quarto 2. It is not so long as the 1604 or the 1611 Quarto. Quarto 2 text is better than the Folio text.
Nathaniel Butter	The playhouse manuscript ⁶ a text independent of the 1608 Quarto 1.
Thomas Walkley	The playhouse manuscript; an independent text that rests upon the same text basic for the 1622 Quarto 1. A good text but an abbreviated one—perhaps a cut one. Profanity has been excised.
Edward Blount	The playhouse manuscript. A fair text; about 140 lines are corrupt and incapable of satisfactory emendation.
***************************************	The playhouse manuscript. A fair text with some theatrical interpolations.

vision and multiple authorship. See Thomas M. Partott's The Problem of "Timon of Athens," 1932, Shakespeare Association Pamphlets, No. 10.

x This entry in Forman's Diary is not dated. It is preceded by an entry for The Winter's Tale, dated May 15, 1611, and followed by that on Macbeth, dated "1610, the 20 of Aprill." Chambers (William Shakespeare, I, 249) apparently believes 1610 to be an error for 1611. At any rate, Forman saw a performance of "Cimbalin King of England" at some time during 1610 or 1611 and his account of the play is amazingly accurate and detailed. The genuineness of the Forman Diary has been seriously questioned by able Shakespearean scholars—even to its rejection in toto.

Thomas M. Parrott and Hardin Craig, The Tragedy of "Hamlet," 1938, pp. 48-58.

⁶ Madeleine Doran, "The Copy for the Folio," The Text of "King Lear," 1938, pp. 48-58,

copyrights; but he must have taken a large share in the risk of the First Folio, because in 1630 he was able to transfer to Robert Allot the copyright of sixteen of Shakespeare's plays.

In November 1607 Smethwick had acquired by transfer from Nicholas Linge the copyrights of three "good" Shakespeare texts—Love's Labour's Lost, Romeo and Juliet, and Hamlet. By the same means and at the same time he had acquired the right to the old play, The Taming of A Shrew, which Shakespeare had fashioned into The Taming of the Shrew.

William Aspley in 1600 had obtained copyrights of and brought out "good" editions of Much Ado about Nothing and Henry IV, Part II. At that date Wise, Aspley's partner, was also in possession of the copies of Richard II, Richard III, and Henry IV, Part I. Although he had sold these in 1603 to Mathew Law, he was in a good position to negotiate for them.

This completes the list of copyrights for all of the plays included in the First Folio except Othello, Troilus and Cressida, and King John. At the same time that the Folio was in process of being printed Thomas Walkley was issuing a First Quarto of Othello, and A. W. Pollard suggests that the players' permission for the issuance of the quarto may have been contingent upon Walkley's consent that the play be included in the collected edition. Troilus and Cressida had been issued in two different editions in 1609 by Richard Bonian and Henry Walley, to whom the copy was entered in the Stationers' Register on January 28, 1609. The omission of the title of the play in the "Catalogve" and the shift of the play from its original position after Romeo and Juliet to the very beginning of the tragedies indicates that the compilers of the Folio had trouble, perhaps with Henry Walley, the surviving owner. King John had never been entered in the Stationers' Register, although the earlier play, The Troublesome Raigne of John King of England, with the Discouerie of King Richard Cordelions Base Sonne (Vulgarly Named, The Bastard Fawconbridge):

Also the Death of King Iohn at Swinstead Abbey, had been published in 1591, 1611, and 1622. Obviously the play was considered derelict, and the promoters thought it unnecessary to spend a sixpence registration fee.

V. SOURCE OF THE COPY

After having made arrangements for copyright, the compilers of the Folio still were confronted with the problem of the "copy" which was to be used in setting the book. In the case of the plays never before printed, the compilers had no choice but to use whatever dramatic manuscript34 was available. Details of the theories concerning the nature of the copy used for plays not previously printed are not given here, because that would involve the problem of composite authorship, of revision, 25 and of the nature of changes made in dramatic manuscripts about the theater-problems far beyond the scope of this work. Brief notes on accepted theories concerning the nature of the copy are to be found in the table above.

In the case of plays which had previously appeared in quarto, the publishers of the First Folio had to choose between the printed text and the dramatic manuscript or promptbook. The advantages of setting from a printed copy rather than a manuscript are obvious. Three plays were printed from existing quartos, with very few changes except such errors as naturally creep in during a reprinting. These plays were: Love's Labour's Lost, printed from the 1598 quarto; The Merchant of Venice, printed from Quarto 1 (1600); and Romeo and Juliet, printed from Quarto 3 (1609), which had been reprinted from the "good" Quarto 2.

Some of the plays were printed from existing quartos which had been corrected or expanded from dramatic manuscripts, and these were usually from a late quarto. This is not to be deplored in the case of Richard II, which was printed from Quarto 5 (1615), because the deposition scene was not included before the 1608 edition. Much Ado about Nothing was printed from the 1600 quarto, A Midsummer-Night's Dream from Quarto 2, 1619, Henry IV. Part I, from Quarto 5, 1613, and Titus Andronicus from Quarto 3, 1611. Concerning several other plays there is a difference of opinion. Chambers holds that Troilus and Cressida was printed from the quarto of 1609, while Pollard and Greg believe that the Folio copy represents an independent manuscript. Richard III, so Chambers believes, was printed from Quarto 6, 1622.

In spite of the fact that quartos were available at sixpence each for The Merry Wives of Windsor, Henry V, and Henry IV, Part II, for Hamlet, Lear, and Othello, the Folio versions of these plays were printed from manuscripts.

In the light of modern bibliographical scholarship, it is obvious that the First Folio text frequently does not represent the author's original text or even a good text of the plays. But the same bibliographical study which has convinced scholars that the Folio version is not to be accepted without question has made them more conscious of the problems confronting the promoters of such an undertaking. Whatever may be modern opinion of the product of Heminges and Condell, they must be given credit for preserving to a far generation many of Shakespeare's plays.

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²⁵ For evidences of revision as they appear in a printed text see John Dover Wilson's critical work on the "copies" of the various plays in the New Cambridge edition, 1921 ff.

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CVII

THE BURIAL OF ANNE HATHAWAY-SHAKESPEARE, 1623

LEARLY, Anne Hathaway, long the wise and, since his death in 1616, the widow of William Shakespeare died in

early August 1623. The evidence is that of her burial entry in the Stratford-upon-Avon Parish Church Register. The record for that date, here provided as Document 256, involves uncertainties which require consideration.

This burial entry in the Stratford Parish Register,1 August 8, 1623-rather unusual of its kind in Parish Church registers because in it two names are bracketed—has on occasion provoked rather unscholarly interpretations. William Harness, in the Shakespeare Society Papers, II (1845), 107-8, inaugurated the idea that these bracketed entries referred to one and the same person and that Anne Hathaway-Shakespeare had actually married a second time. Appleton Morgan, in his monograph, Mrs. Shakespeare's Second Marriage (1026), revived this idea and held that Anne had married after the death of her husband a Richard James, who made haste, after her death, to sell the manuscripts of such of Shakespeare's plays as were yet unpublished to John Heminges and Henry Condell, who then included them in their forthcoming First Folio of 1623.

The evidence, however, that the two burial entries, thus bracketed do not refer to one and the same person is rather convincing. Had William Harness and Appleton Morgan consulted the several pages of the original manuscript Register in the Stratford Parish Church where this rare treasure is still kept, they would have seen: (1) that these two entries are executed with the same ink, with the

³ J. O. Halliwell-Phillipps (Outlines, II, 372) printed a fairly good facsimile of this bracketed burial entry; and Appleton Morgan (Mrs. Shakespeare's Second Marriage, p. 20) likewise printed a facsimile.

same pen, and by the same hand; that is, they were obviously entered on the same day by the same person; (2) that events of the same date are not usually so bracketed in the Register, but either the date is repeated for the second entry or else the abbreviation "eod[em die]" is used for the second; and (3) that it is noteworthy that during 1622 and 1623

teenth century, there is included the memorandum,—"1623, one Mrs. Shakespere was buried."

Unfortunately Halliwell-Phillipps did not indicate more specifically the exact source of the "contemporary transcript" the "enumeration," or the "memorandum." Nor has the source ever come to light. Finally, had William Harness

[DOCUMENT 256]

[STRATFORD PARISH REGISTER ENTRY OF THE BURIAL OF ANNE HATHAWAY-SHAKESPEARE, 1633]

[1623]

Aug 8.

Mrs Shakespeare.

Anna uxor Richardi James.

several baptisms of members of different families are so bracketed in the Register, including no fewer than six baptisms for the year 1623.

J. O. Halliwell-Phillipps (Outlines, II, 372, Note No. 330) declared

This conjecture [of William Harness] is altogether at variance with the terms of her monumental inscription, and brackets of a like description are to be seen in other parts of the register, no fewer than six occurring in the list of baptisms for the year in question, 1623.

He then adds:

The matter, however, is placed beyond all doubt by the record of the two funerals as it thus appears in a contemporary transcript of the original notes that were made on the occasion,—

August 8. Mrs. Ann Shakespeare.

8. Anne, wyfe to Richard James.

and it may be just worth adding that in an enumeration of "persons remarkable," whose names were to be noticed in the Stratford register, and which was added to the volume towards the close of the sevenand Appleton Morgan critically examined the manuscript Stratford Parish Church Register, they would have found that that record contains no entry for a marriage of Anne Hathaway-Shakespeare to Richard James.

It remains to be observed that entries in the Stratford Parish Church Register for a widow were so entered, clearly and simply; that is, merely the designation of wife (uxor) or of widow (vidua) was the custom. If these two persons in this burial entry of August 8, 1623. had been one and the same person, the sole entry would have been "Anna uxor Richardi James": there would have been no preceding entry indicating that the woman had once been "M" Shakespeare" also. Obviously "M" Shake speare" and "Anna uxor Richardi James" were two entirely different persons, who both bore the given name Anne and were buried on the same day.

If any additional evidence were needed that Anne Hathaway, at her interment on August 8, 1623, was still Mrs. William Shakespeare and not Mrs. Richard James, the inscription on the entablature on her grave beside' that of William Shakespeare, within the chancel rail in the Stratford Parish Church, would provide it. On an entablature 16 by 7½ inches is a tender memorial of the dramatist's wife. The inscription specifically identifies her as

maiden name "Hathaway" not here included); (b) she was the wife of William Shakespeare; (c) she died on August 6, 1623 (the burial entry says she was interred two days later on August 8); (d) she was sixty-seven years old: therefore she was born in 1556 and was William's senior by eight years when he married her in November 1582. Such

[DOCUMENT 257]

[EPITAPH ON THE GRAVE OF ANNE HATHAWAY-SHAKESPEARE, STRATFORD-UPON-AVON]

HEERE LYETH INTERRED TIE BODY OF ANNE WIFE OF WILLIAM SHAKESPEARE WHO DEPTED THIS LIFE THE 6DI DAY OF AVGV: 1623 - BEING OF THE AGE OF - 67 - YEARES

Vbera, tu mater, tu lac, vitamo, dedisti.

Væ mihi: pro tanto munere saxa dabo. —

Quam mallem, amoueat lapidem, bonus angel? orc

Exeat¹¹, christi corpus, imago tua

Sed nil vota valent, venias citò Christe resurget

Clausa licet tumulo mater et astra petet.

"wife of William Shakespeare," who had been buried in this very chancel on April 25, 1616—more than seven years before. The original tablet imbedded in Anne's gravestone reads as shown in Document 257.

The vital-statistics part of this inscription is highly factual: (a) Anne' (the

Anne's grave is to the left of her husband's and not in the same tomb. Traditionally, the reason given, as recorded in the Edward (not "John" as Lee 1971, Dowdall letter (Folger MS, 20 foliot, folio 4), dated April 10, 1693, is that "not one for feare of the Curse abouted [Dowdall's version of the epitaph on Shaketpeare's grave given in his letter] Dare Touch his Grave Stone, tho his wife and Daughters Did Earnestly Deite to be Layd in the same Grave with him."

"Her name is spelled "Anne," the recurrent Elizabethan spelling of the name and not the eighteenthtentury "Anna" after the manner of the salutation "Deare[ste] Anna" in William Henry Ireland's fabricated letter (cs. 1795) purporting to have been written by William Shakespeare to "Anna Hatherrewaye." This letter is accompanied by a lock of hair supposedly Shakespeare's own.

Of this fabrication the British Museum has two variant copies which are not quite identical with that actually printed by Samuel Ireland (father of William Henry Ireland, 1777-1835) in his Mitteellaneous Papers and Legal Instruments under the Hand and Seal of W. Shakespeare, 1796, or by William himself in his Confessions of W. H. I., 1805. This fact indicates that young Ireland generously had made more

discrepancy in ages of married couples in that day was not very unusual.

than one fabricated version of this letter. Moreover, more than one copy of this letter has been offered for sale by dealers in rare manuscript items. Of the spurious lock of hair it may be observed that young Ireland himself admitted, in his Confessions, that he had cut the lock of hair off an old wig and that the redand-white braided silk strands tied into a lover's knot and then fastened to the lock of hair were strands of colored silk which he had pulled out of the silk pendants supporting scals on some documents of the time of Henry VIII. One does not fail to detect the youthful forgerer's chronic adding of a final e on every occasion and his chronic doubling of a consonant at every opportunity—practices characteristic of every Ite-land forgery. Such spelling certainly is not Elizabethan or Jacobean. Yet, at the time, only the ingenuity of the scholarly Edmund Malone exposed the fabrications when scores of others accepted the forgeries as genuine.

Another interesting fabrication of young Ireland's relating to young Will Shakespeare's courtship of Anne Hathaway is a spurious love ballad in five stanzas, each of which ends in a refrain. The entire is very youthful and highly sentimental. For a taste, the last stanza:

"Synce thenne norre forretune deathe norre Age Canne faythfulle Willys love asswage Thenne doe I live and dye forre you Thye Willye moste sincere and trewe"

A facsimile of this letter to "Deare[ste] Anna" is in Sidney Lee's Life of William Shakespeare (1899 illustrated library edition, p. 303); a facsimile of the love ballad is in Samuel Ireland's Miscellaneous Papers and Legal Instruments under the Hand and Seal of W. Shakespeare (1796; no paging in the volume).

The appended six-line testimonial, here extremely personal rather than the more formal material of recurrent monumental Latin inscriptions, is in the conventional elegiac couplets (hexameter-pentameter) inaugurated by Simonides in the time of Pliny. So far as its Latin metrical scansion and linelength in the three couplets are concerned, little is left to be desired: they are quite regular. On the other hand, however, scholars are in no wise agreed as to the punctuation and even as to the contractions in the inscription: see Joseph W. Gray (Shakespeare's Marriage, p. 171, 1905); Joseph Quincy Adams (Life of William Shakespeare, p. 482, 1923); and Sir Edmund K. Chambers (William Shakespeare, II, 9, 1930), each of which disagrees with the others. Except that Chambers places a question mark at the end of the second line ("dabo") and a semicolon after the word "Christe" in the next to the last line, the transcript and punctuation given above are virtually identical with his. While this original Latin elegiac testimonial is rather neat and clear as a bit of lapidarist's work, not so much can be asserted concerning its punctuation, its abbreviations, and its scroll-flourishes at the ends of lines two and four. Obviously the scroll character after the word "dabo" is a flourish to fill out the line, rather than a question mark as given by Chambers. Yet it should be said that if this phrasing was intended to echo the New Testament (Matthew 7:9, "Or what man is there of you, whom if his son ask bread, will he give him a stone?"), then the second line, perhaps preferably, would be a question. There is an echo of the New Testament in the first elegiac couplet just as there is an echo of Horace in the last couplet. Moreover, the two words "angel?" and "ore" at the end of the third line-obviously for "angelus orem"—have been thus abbreviated so that the long line might be brought within the confining limits of the length of the tablet.

All in all, too, the punctuation of this epitaph is crudely done, or is carelessly done, or else has been tampered with. There is internal evidence of tampering

with or of touching up the inscription: the "vt," after "Exeat" in the fourth line-the "vt" appears to be in a different type and in different hand—is, seemingly, a later insert in view of the fact that the line in which it occurs is the shortest of the entire six. In such a case there would have been no necessity of omitting the "vt" and inserting it smaller as was done. Note that it is at the end of this very line that a rather long scroll flourish is used to fill out the line length on the tablet. On the other hand, at the end of the third line, besides the abbreviated "angel[us] ore[m]," the small e was set high in "angel[us]" so as to get the entire line within the compass of the length of the plaque. It may be, too, that the periods (if actually they are periods) at the ends of the lines (one, two, and six) and the colon in the second line are later inserts or are at least developed imperfections from chipping and from weathering of the material of the entablature.

Merely accurate and literal English translation of this epitaph is not easy to produce. No two translations yet made are alike either in content or in meaning. The following is ventured as the meaning of the epitaph:

Thou, mother, gavest [me] breasts, milk, and life. Woe [is] mel for so great a bounty I shall give [thee] stones [a tomb]. How much rather I would entreat the good angel would move the stone, so that thy figure might come forth as did [like] the body of Christ. But my prayers avail nothing. Come quickly, O Christ, so that my mother, [now] lying closed in the tomb, may rise again and seek the stars.*

The more intimately personal element in this epitaph is noteworthy. However, the assertion sometimes advanced that this Latin inscription was the work of John Hall, "phisicon," acting at the loving instigation of Susanna, his wife and Anne's daughter, has no extant evidence either pro or con. There is no malice and no lack of filial affection in this me-

⁴ For variant translations, see Frederick C. Well-stood's Catalogue of the Books, Manuscripts, Exhibited in Shakespeare's Birthplace (1925), p. 130; J. Q. Adams' Life of William Shakespeare (1923), p. 482, a translation by the Reverend J. Jackson; Edgar I. Fripp's Shakespeare Man and Artist (1938), II, 854.

morial. In striking contrast to the more or less impersonal note in the epitaph on William's grave, the very informal and very personal "thou" and "I" appear here. It speaks directly and intimately as of a heartbroken daughter to a departed loved mother. There is devotion, tenderness, eager yearning, and a profound sense of loss.

Indeed, those critics who hold that Anne Hathaway was wholly unfitted to be an appreciative marital companion to the sensitively poetic William Shakespeare have virtually nothing to support their claims.

True it is that, in his will (1616), William Shakespeare did not appoint Anne as his executrix but rather his son-in-law, John Hall, and Susanna, Hall's wife. Nor did Shakespeare, in his last testament, devise any money or any real estate to Anne. His sole bequest to her was: "Item I gyve vnto my wief my second best bed with the furniture." These facts do not appear to have been prompted by any lack of affection and consideration for his wife on the part of the dramatist, as shown in chapter xcvi, above.

Anne Hathaway, by birth and breeding, came from as good family stock as did the great dramatist. When she, something of an heiress, was married to William Shakespeare, in November, 1582, he brought her home to his father's homestead (present Birthplace) where they lived until after the fire of 1504 which resulted in the pulling down of a part of the west end of John Shakespeare's domicile. In 1597, in another part of Stratford-upon-Avon, just across the street north of the Guildhall, William Shakespeare bought New Place, improved it, and set up a permanent, comfortable home for Anne and the two remaining children Susanna and Judith. Anne lived in this homestead until the death of her husband in April 1616, when, it appears, John Hall and his wife Susanna Shakespeare-Hall moved into New Place and shared it with Anne. Here they lived until Anne's death in 1623, when she was buried from New

During her thirty-four years of mar-

ried life (1582-1616) with William Shakespeare, Anne had experienced bearing three children to the dramatist. one of whom (Hamnet) died at eleven years of age in 1596; she had seen the Shakespeare family achieve a coat of arms (1596), had seen her husband establish their own home New Place (1597), had seen him make substantial purchases such as one hundred and seven acres of land from the Combes in 1602 and the Stratford Tithes in 1605. She had seen him achieve supremely in the literary and dramatic world in London. She had seen her two daughters married: Susanna to John Hall, "phisicon," in 1607; Judith to Thomas Quiney in 1616. She had experienced the death in the family of John Shakespeare in 1601, of Mary Arden-Shakespeare in 1608. She saw her husband interred within the chancel rail, next to the High Altar, in the local Stratford Parish Church. She saw a monument with his bust erected to his memory rather high up on the north wall of the chancel. Though she died in August 1623, she must have known of the projected First Folio by John Heminges and Henry Condell, bookkeepers of the King's Men, for the reason that it came off the press but a few months after her own death, perhaps late in November 1623. In social standing, in economic security, in literary fame, through her husband's life's work, she had experienced a full, rich life.

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CVIII

THE MARRIAGE OF ELIZABETH HALL TO THOMAS NASH, 1626

HE Parish Register of Stratford-upon-Avon contains the entry of the marriage of Elizabeth Hall, daughter and only child of John Hall and Susanna Shakespeare, to Thomas Nash. The entry is here given as Document 25%. In this record the "Mt" and "Mt" are significant appellations, each party being from Ward in Stratford-upon-Avon, who died the following year.

William Shakespeare's will (1616) left "xxvj" vijjd" each for rings to "Anthonye Nashe gentleman" and "Master John Nashe." "Anthonie Nasshe" was a witness to the 1614 Replingham-Shakespeare agreement safeguarding Shakespeare's interest in the Stratford

[DOCUMENT 258]

[STRATFORD PARISH REGISTER ENTRY OF THE MARRIAGE OF THOMAS NASH AND ELIZABETH HALL, 1626]

[1626]

Apr 22 Mr Thomas Nash to Mrs Elizabeth Hall

an excellent family and of the gentry. Thomas Nash of Welcombe was a socially prominent and well-to-do barrister of good education. Elizabeth Hall, daughter of Susanna Hall and granddaughter of the poet, was eighteen years old; Thomas was thirty-two. The Parish Register of Stratford-upon-Avon records Thomas' birth thus: "[1593] Junij 20 Thomas filius Anthonij Nash generosi." Thomas Nash was the eldest son of Anthony Nash, William Shakespeare's friend of Welcombe and Old Stratford, who died in 1622, in evidence of which the burial entry in the Stratford Parish Church Register reads: "[1622] Novemb 18 Anthonius Nash generosus." Thomas was a nephew of John Nash, a resident of Bridge Street Tithes (see chapter xciii). These brothers, Anthony and John, were sons of Master Thomas Nash, agent of the Earl of Leicester's steward. That Thomas Nash had died suddenly in the course of a journey from London and was buried at Aylesbury on June 2, 1587. The Nash family, interested most in agricultural activities, was of excellent standing in the rural community of Welcombe and Stratford.

Only a fairly complete genealogy of the Nash family is possible. The one here presented is supported by materials from the Oxfordshire Visitation of 1574 (Publications of the Harleian Society, V, 218, 320), the Warwickshire Visitation of 1619 (ibid., XII, 147), The Parish Registers of Stratford-on-Avon (edited by Richard Savage, for the Parish Register Society, 1897-1905, 3 vols.), and Minutes and Accounts of the Corporation of Stratford-upon-Avon and Other Records, 1553-1620 (edited by Richard Savage and Edgar I. Fripp, 1921-30, 4 vols.). George Russell French's Shakespeareana Genealogica (1869), Table III, p. 385, presents a reliable genealogy of the Nash family and reproduces the Nash coat of arms on pp. 412-13. Sir Edmund K. Chambers' William Shakespeare (1930), Vol. II, Appendix A, p. 10, also presents a Nash genealogy.

Thomas Nash not only inherited well but, in his own right, was a man of accomplishment and of influence also. On May 15, 1616, he entered Lincoln's Inn, London, to study law, a knowledge of which was of great advantage to one who in Jacobean times had land and money in charge as did Nash. After Judith Shakespeare-Quiney's two remaining sons died in 1639, an indenture confirmed the Shakespeare family estate to Elizabeth Hall-Nash, his wife, and him for life, subject to the life interest of Susanna Hall (†1649). In an indenture, dated 1642, Nash speaks of New Place as being in his own occupation; and in a document dated March 14, 1646, he alludes to "my mother-in-law Mrs. Hall [Susanna Shakespeare-Hall] who lives with me." Thomas Nash's connection with the Shakespeare estate and with New Place is discussed earlier in this work (chapter xli, Volume I). In

1646, Thomas Nash owned the house next (north) of New Place in Chapel Street, but the evidence is not definite as to whether or not he ever occupied it. Nash House is still standing today and is open to visitors.

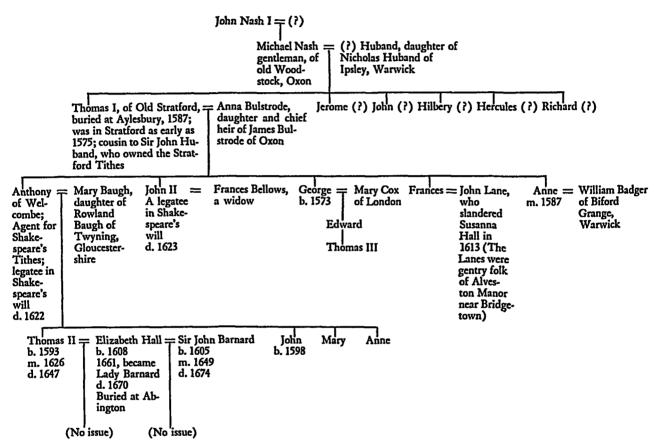
When, in 1642, the King and Parlia-

her way to join her husband, she arrived with an army of 2,000 infantry, 1,000 cavalry, 100 wagons, and adequate equipment of artillery. Obviously Thomas Nash was a devoted royalist.

Robert B. Wheler's History and Antiquities of Stratford-upon-Avon (1806),

concrete evidence that the Halls, the Nashes, and the Shakespeares understood that a coat of arms had been allowed the Shakespeare family. Joseph Quincy Adams' A Life of William Shakespeare (1923), p. 484, reproduces a good facsimile of these impalements.

A GENEALOGICAL TREE OF THE NASH FAMILY



ment were in need of funds and contributions were called for, Thomas Nash was the largest contributor by far in Stratford-upon-Avon. The entry, September 24, 1642, of "names of such persons within the borough of Stratford-upon-Avon who by way of loane have sent in money and plate to the King and Parliament," reads: "Thomas Nash esq" in plate or money paid in at Warwick 100^{li}." This, in modern values, was some \$4,000. In 1643, July 11–13, Queen Henrietta Maria held her court at New Place, which was one of the finest domiciles in Stratford, On

p. 77, gives the Nash arms: "Per pale, baron and femme: baron; quarterly, first and fourth, on a chevron between three ravens' heads erased, a pellet, between four cross crosslets. Second and third, a buck's head cabossed, surmounted by a cross pattée, in the mouth an arrow. Femme: Hall;—quartering Shakespeare." Thomas Nash's coat of arms, on his grave within the chancel rail in the Stratford Parish Church, impales the Bulstrode arms (his grandmother's), the Hall arms, and the Shakespeare arms. The impalement of the Shakespeare arms in this instance is

We may take it for granted that the marriage of Elizabeth Hall, grand-daughter of William Shakespeare, to Thomas Nash was not objectionable to the Shakespeare family, who were consciously intent on establishing themselves in the male line of landed gentry. Each family concerned was of the gentry; each family was among the well-to-do; each family was among the well-to-do; each family, in its way, had achieved a degree of reputation—William Shakespeare himself in the theater, John Hall in medicine, Thomas Nash in law. This marriage was desirable.

CIX

SIR THOMAS TEMPLE'S LETTER CONCERNING THE GARDEN AT NEW PLACE, 1631

ANSTRITING a letter to his stew-ard Harry Rose, in 1631, Sir Thomas Temple directed him to secure buds and shoots from the garden of Mr. Hall, that is, Shakespeare's garden at New Place. The manuscript letter is one of the Stowe MSS in the Huntington Library. The British Museum has a collection of Stowe manuscripts, assembled early in the nineteenth century by the first Marquis of Buckingham, son of the Earl of Ashmolean, and secured the Museum in 1883. The Stowe MSS in the Huntington collection are mainly private papers of the Temples,1 the Bridges, and the Grenvilles. They were secured by the Huntington Library, through the Museum Book Store, in 1925. The Stowe collection of more than 800,000 items covers a long period of time—1150 to 1800.

The Temple manuscript letter relating to New Place is on paper, a single sheet, approximately 6 by 8 inches. It is a double-mounted document; on the recto is Sir Thomas Temple's letter giving directions to his steward, Harry Rose, concerning shoots to be secured from New Place garden; and on the verso is a message concerning Mr. Matthew Clark directing Rose to ask Clark to secure the physician at Hawford to treat persons long ill with ague. The letter has been mended with mending tissue but not so as to obscure the Italian script in the brownish-black ink in which the letter is written. At the bottom center of the recto "1" and a simi-

The Temples were a conspicuous family. Sir Richard Temple, fourth Baronet and Lord Viscount Cobham, became the Field Marshal of the British armies. He died at Stowe in 1749 without issue. His sister Hester, who had married Richard Grenville in 1710, inherited all the property. George Grenville, a second son, became the famous Prime Minister who enforced the Stamp Act among the American colonists.

larly placed "2" on the verso appear in the same hand. The two instructions are continuous: that is, the matter of securing the services of a physician begins at the bottom of the recto, and there is no new paragraph for it. The farther the letter continues-from beginning to end-the smaller and more clear-cut the characters become. On both recto and verso, at the top left in the margin, and in another hand, is a summarized statement of the content of each page of direction. That on the verso identifies one of the ague sufferers as Temple's granddaughter. These lines may be in the hand of Harry Rose, or may have been inserted by someone later for catalogue purposes; they are not, however, in a modern hand.

The transcript here given as Document 259 was made directly from the original in the Huntington Library and includes the recto portion having to do chiefly with Shakespeare's garden. The entire letter was printed in The Huntington Library Bulletin, No. 1, May 1931, pp. 199-201.

This transcript, except for the word "fairest" in the sixth line is virtually the same as the Huntington transcript. Harry Rose appears to have been the agent of Sir Thomas Temple, first Baronet of Stowe, whose last will and testament with its codicil is also in the Huntington collection. The letter is a private letter written in January or February 1631, as evidenced by other documents in the collection. Temple was interested in gardening and in agriculture. Two others of Temple's letters refer to this same vine, which from its method of planting with "beastes bloud" seems to

have been a grapevine. In 1631 Shakespeare's son-in-law, John Hall, a physician known and highly respected in all the Midland counties and beyond, was the actual occupant of New Place, which had come into his possession, through his wife's inheritance of William Shakespeare's real estate according to the poet's will of 1616. Susanna Shakespeare, the dramatist's older daughter, had married John Hall in 1607 (see chapter lxxiii, above). John Hall died suddenly in 1635, leaving his nuncupative will (see chapter cx, below). In this letter he is definitely identified as "Mr Hall Phisicon" of "Stratforde vpon Auon."

That there was a garden attached to the rear (east) of New Place, is evidenced by the phrasing in documents discussed earlier in this work (chapter xli, Volume I), having to do with New Place. Of Shakespeare's garden the following may be ventured: (1) In Shakespeare's day, there were no lawns, only small patches of grass. Commonly a garden, then, was a "knott" garden, an arrangement of flowers and herbs planted in narrow strips forming intricate and sometimes grotesque geometric designs. (2) As far back as the fifteenth century, when Sir Hugh Clopton, citizen and mercer of London, acquired New Place, the property had had a garden attached to it. (3) There was a garden not only in the rear (east) of the New Place house but also one behind the two houses adjoining on the north: one the Nash house and the other that of Julius Shaw, a witness to Shakespeare's will. Later these (three) gardens were together called "The Greate Garden." (4) The descriptions in the 1597 and 1602 documents discussed earlier2 in this work indicate that this "garden" was, in part at least, an "orchard."

See Document 111 (chapter xli, Volume 1, p. 237), and Document 171 (chapter lay, p. 355, above).

(5) Tradition relates, though proof is not available, that an old mulberry tree in this garden was planted in 1609 by Shakespeare himself as a gift from James I, who was then by Royal Proclamation attempting to establish the silk industry in England. In 1604 Shakespeare had been at Somerset House as Groom of the Chamber to James I. Francis Gastrell, in 1758, cut down a mulberry tree on the New Place premises, which he had purchased two years before. (6) Shakespeare's plays, notably Romeo and Juliet and A Midsummer-Night's Dream, indicate that certainly the dramatist knew flowers and also gardening. (7) In 1597 appeared Gerard's famed Herball, a volume that epitomized much of the conventional knowledge (medical mainly) of the various herbs to be found in Shakespeare's work. The inference is not to be made that Shakespeare's garden was one of his chief delights; nor is it to be inferred that he borrowed from Gerard's Herball, for there were many other herbals in the period and most of the flowers and herbs mentioned by Gerard were widely cultivated in England at the time. (8) The present garden at New Place, containing most of the shrubs and flowers mentioned in Shakespeare's plays, bears perhaps no great resemblance to the one of his day. The details of the old garden's layout are not known, but it was one of the largest gardens annexed to any house in Shakespeare's Stratford-upon-Avon.

Since Elizabethan existence was far more rural than urban in mood and way of life, for even London, the nation's metropolis, in Shakespeare's day never attained at most more than 130,000 souls, gardens were very much the vogue of the day. London had many gardens; Stratford-upon-Avon was replete with them. Every English homestead possessed its vegetable garden and usually, too, its flower garden. The well-to-do vied with each other in the flower color schemes and the intricate geometric designs of their "knott" gardens. Care was lavished upon them. Not a few in their day were famous. And Sir William Temple, as late as 1631, welcomed [DOCUMENT 259]

[RECTO PAGE OF MANUSCRIPT CONTAINING A LETTER OF SIR THOMAS TEMPLE, CONCERNING THE NEW PLACE GARDEN, 1631]

That HRose gett to be sett wthout faile at Dassett Court orchard, vine settes from Stratford vpon Auon. Harry Rose, theese are to will yow to ride to Stratforde vpon Auon at yor next opp=

ortunity & to desire Mr Hall , from me to desire him to suffer Harry Rose, or any better in skill, to gather some few bud[es] yt is 2 or 3 of the fairest* of those bud[es] on some few shut[es] of the last yeares vines. His house is neare to the house of my brother Peter Temples wife, to whom I would have yow putt her in minde to request the same Mr Hall (w^{ch} she p[ro]mised to me), to gratifie me wth some such s[h]ut[es] of his vine, wch my sister com[m]ended much to me, wch I now chuse this time, the same being seasonable, though not the best seasonable. I would have you to plant the[m] neare the Bees, adding some sand in the morter pitt to the root[es] wth beast[es] bloud, if it may be gotten. I desire likewise in clay to be sett som 2 or 3 of those shut[es] to be planted heare at woluerton. Likewise I would have yow

to speake to Mathew Clarke so soone as yowt

* The Huntington Library Bulletin version has "finest."

† Then continues on the next page, the verso, the rest of the note about the physician.

the opportunity to direct his agent, Harry Rose, to gather from the garden at New Place "some few bud[es]" to plant in his own garden.

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CX

THE WILL AND BURIAL OF JOHN HALL, 1635

OVEMBER 25, 1635, John Hall, physician and son-in-law of William Shakespeare, dictated his nuncupative last will and testament. On the following day, November 26, he was buried in the Stratford Parish Church. The Prerogative Court copy (115, Pile) of the nuncupative will of John Hall is in Somerset House, London, where such testamentary probate materials are kept. The recorded copy is in a neat, small, feminine handwriting, a Gothic script. The Latin probate note is written directly below the will. The entire manuscript, for the will is very brief, is about 4 by 7 inches in size and originally was one of a sequence of such documents entered as the Prerogative Court record. There is no paragraphing and, likewise, no punctuation. Text, names of witnesses and all, is written in one and the same hand. The transcript here given as Document 260 is from the original in Somerset

duced in this chapter. A. It is obvious that this will of John Hall's was nuncupative; that is, that it was dictated by John Hall and that someone wrote it down virtually word for word: (1) The phrase "sayd hee" shows that the scribe who set it down was recording it verbatim. (2) Direct address is used-"you my son Nash." (3) At the outset the statement is "made & Declared." (4) Hall is quoted as saying "I wold have given them [manuscripts] vnto Mr Boles if hee had beene heere." (5) The very heading reads: "The last Will and Testament nuncupatiue of John Hall." (6) The Latin note of probate appended reads: "nuncupatiui suprascripti." The brevity of the whole suggests haste. Usually Eliza-

House, as is also the facsimile repro-

¹Nuncupative, from L nuncupations, "nominal," "oral," "not written."

bethan and post-Elizabethan wills are not so abbreviated. The fact that this nuncupative will was made on November 25, 1635, while the entry in the Parish Register for Hall's burial is for November 26, 1635, the very next day, suggests sudden death from some infectious or contagious ailment, perhaps the plague.

the plague.

It is noteworthy that, with all John Hall's known religious zeal, there is, in his will, no religious expression whatever. The two witnesses were: Thomas Nash, who was Hall's son-in-law, having married Elizabeth Hall in 1626; and Simon Trapp, the local Puritan curate, who was one of Hall's patients and who in the Latin note of probate was identified as clerk. Trapp, we know from the Corporation record for June 28, 1624, was assistant minister appointed by the Corporation: "Att his Hall it is agreed that Mr Trap assistant minister shall have besides the £10 apoynted by charter over and above fourty shillings per annum quarterly to be paide beginning at Midsomer last to have the same during the Companyes pleasure." The will was not probated until a year later, the following November 29, 1636. No administrator was designated; but the probate note indicates that Susanna Hall acted as executrix. Moreover, the suit of 1637 against her (see chapter exi, below) to collect £.77 13s. 4d. from the Hall estate specifically states that she had been derelict in settling the estate.

The bequests in John Hall's will are of interest: (1) To his wife, Susanna Shakespeare-Hall, he devised "my house in London." Although some scholars have thought this house in London was the Blackfriars property, such probably was not the case, for that part of the Shakespeare property was bequeathed to Susanna by her father. Furthermore,

John Hall makes no mention in his will of other property bequeathed by Shakespeare to the Halls (New Place and the Combe arable land), which were still in the possession of the Halls and to which he had as much claim as he had to the Blackfriars house. (2) To his "Daughter Nash," Elizabeth Hall-Nash, he devised "my house in Acton." This appears to have been a property bequeathed to John Hall in the will of his father, William Hall, (quoted on pages 590-91) in 1607. (3) Also to his "Daughter Nash" he devised "my Meadow." At present, this property cannot be identified. (4) To his wife and his daughter he bequeathed "my goodes & Moneyes . . . to bee equally Divided betwixt them." (5) To Thomas Nash he left "my Study of Bookes," which he was "to dispose of . . . as you see good." John Hall had planned to leave "my Manu-scriptes" to Mr. Boles if he had been there. A Richard Boles was rector of Whitemarch near Stratford and a Mr. Boles lived in what is now the Falcon Inn just across the street west from New Place. Since Boles was "not heere present," John Hall devised them to Thomas Nash, who was to "burne them or else doe with them what you please."

Although Hall's will does not mention any specific sum of money, it is known that he left considerable. In 1637 Baldwin Brookes's bill of complaint (see Document 268, p. 600) asserted that his goods and chattels were valued at £2,000, of which £600 or £700 was in ready money. That John Hall was a money-lender is evidenced by a 1623 bill of complaint in Chancery by one

⁸The Stratford tithes had been sold to the Corporation in 1625. It is not known when the Halls disposed of the Gelley cottage; the last mention of it is the fine of admittance of 1617, given as Document 170, on p. 352.

Thomas Bowker concerning a loan to William Bowker from John Hall for £20 (see Chancery Proceedings, Series I, James I, Bundle B, 35, Number 33). Obviously the Halls were rather well-to-do among the Stratford folk and neighbors.

What "my Study of Bookes" comprised cannot be determined. The "Study" perhaps meant "collection." Only surmise can suggest what volumes and manuscripts were in John Hall's "Study." William Hall's will of 1607 had devised to his son John "all my bookes of phisicke," and these may have been included. There is no definite evidence as to what "my Manu-scriptes" included. One group of materials, no doubt, was the Latin notes now known as his Diary (Egerton MS 2065 in the British Museum), translated and published by James Cooke in 1657 as Select Observations (see I, below). Certainly John Hall did not value "my Manu= scriptes" very much: he directed "you may (son Nash) burne them or else doe with them what you please." Obviously Thomas Nash did not "burne" all the manuscripts devised to him, for it was from Susanna Hall herself that James Cooke secured Hall's medical diary for the Select Observations he published in 1657.

B. The burial records relating to John Hall are three: (1) the entry for his burial in the Parish Register; (2) the inscription on his gravestone; and (3) the impalement of the Shakespeare coat of arms on the Hall coat of arms on his monument. Each of these documentary records is the possession of the Stratford Parish Church.

The burial entry, 1635, reads as shown in Document 261.

The inscription on his gravestone, which is the second to the right of Shakespeare's own resting place, is here given as Document 262.

The esteem in which John Hall was held is unmistakably clear from the phrases in the entry and the inscription: "medicus peritissimus," a physician highly skilled, and "medica celeberrimus arte" widely known in medical art. There is no other Stratfordian of

that period whose necrological record contains eulogistic statements comparable to these. at the chancel rail in the Stratford Parish Church and faces the high altar is: (1) Anne Hathaway; (2) William

[DOCUMENT 260]

[TEXT OF NUNCUPATIVE WILL OF JOHN HALL, 1635]

T[estamentum] nu[n]cupatiuu[m] Johannis Hall[is]

The last Will and Testament nuncupative of John Hall of Stratford vpon Avon in the county of Warwicke gent[leman] made & Declared the 25th of November 1635

Inp[ri]mis I giue vnto my wife my house in London
It[e]m I giue vnto my Daughter Nash my house in Acton
It[e]m I giue vnto my Daughter Nash my Meadow
It[e]m I giue my goodes & Moneyes vnto my wife & my Daughter
Nash to bee equally Divided betwixt them
It[e]m concerning my Study of Bookes I leaue them (sayd hee)
to you my son Nash to dispose of them as you see good
As for my Manu=script[es] I wold haue given them vnto M[aste]r
Boles if hee had beene heere but forasmuch as hee is not heere
p[re] sent you may (son Nash) burne them or else doe w[i]th
them what you please

Witnesses heervnto Tho: Nashe Simon Trappe

Vicesimo nono die mens[is]
Novembris Anno D[omi]ni 1636.
emanavit com[m]issio Susanne
hall Relicte dic[ti] defuncti hentis [?] &c
ad administrand[um] Bona jura et
Credita eid[em] eiusdem defuncti juxta
tenore[m] et eff[e]c[t]um test[ament]i nu[n]cupatiui
suprascripti eo quod nullu[m] omnino
in eodem no[m]i[n]au[er]it ex[e]c[utor]em de bene
&c ad sancta dei Evangelia coram
Simone Trapp Cle[ri]co [sic] vigore
Com[m]issionis in ea p[ar]te als [sic] emanat jurat*

* This legal Latin note of probate is a good example of the lack of care sometimes exercised by a clerk in making such an entry.

The impalement of the Shakespeare arms on the Hall arms includes (a) the Shakespeare spear on a bend sable on (b) the Hall three talbots' heads erased. The order of the graves as one stands

Shakespeare; (3) Thomas Nash; (4) John Hall; and (5) Susanna Hall.

C. The earliest record referring to John Hall is that of his marriage on June 5, 1607, to Susanna Shakespeare.

Hall was then thirty-two, Susanna twenty-four, and William Shakespeare forty-three. On the following February 21, 1608, a daughter Elizabeth was born to this union. Except for the statement on his gravestone in the Stratford Parbrief mention need be made of Halls residing in other places.

E. St. John Brooks' discovered a sixteenth-century Oxfordshire John Hall who owned a house in Stratford and whose will, dated November 27, 1519,

[DOCUMENT 261]

[STRATFORD PARISH REGISTER ENTRY OF THE BURIAL OF JOHN HALL, 1635]

[1635]

Nov 26 Johannes Hall medicus peritissimus

ish Church that he was sixty years old when he died in 1635 and the record in his Diary—"circa etatis annum 57 Die August 27 anno Salutis 1632"—there is no evidence as to the date of John Hall's birth. If these statements are accurate, 1575 was the year of his birth. All known parish register entries relating

and proved on December 6, devised a house in Stratford-upon-Avon to the Master of the Bridge House in Banbury to repair the highway there. This will mentions his wife Alice, a John Hall, a Nicholas Hall, and John Hall, his son's son. No definite connection between these John Halls and John Hall, Shake-

[DOCUMENT 262]

[INSCRIPTION ON THE GRAVESTONE OF JOHN HALL]

HEERE LYETH YE BODY OF IOHN HALL GENT: HEE MARR: SVSANNA, YE DAUGH TER, OF WILL: SHAKESPEARE, GENT. HEE DECEASED NOVE: 25. Ao. 1635, AGED 60.

Hallius hic situs est medica celeberrimus arte;
Expectans regni Gaudia laeta Dei;
Dignus erat meritis, qui nestora vinceret annis;
In terris omnes, sed rapit aequa dies.
Ne tumulo, quid desit adest fidessima coniux,
Et vitae comitem nunc quoq[ue] mortis habet.

to him are in the Stratford Church Parish Register.

Search for records which might yield information concerning the ancestry and early life of John Hall have revealed families of that name in Warwick, Worcester, Middlesex, and other Midland counties. Since the only Halls that can be connected with Shakespeare's son-in-law with any degree of certainty are those of Worcester and Acton, only

speare's son-in-law, has yet been established. John Hall "phisicon" was not the son of Richard Hall, gentleman, of

Idlicote, Warwickshire; for John Hall's arms, still to be seen on his gravestone in the Stratford Parish Church, were "Sable three talbots' heads erased or ["argent" (?)]," whereas Richard Hall of Idlicote's arms were "Argent an eagle displayed gules" (see the Gloucestershire Visitations, p. 145, which, by error, reads "John" instead of "Richard"). This Richard Hall of Idlicote died August 22, 1602, and was buried on the following August 26. This Richard and John were probably akin, of which more later. The registers of Maidstone negative the idea that he was the son of an eminent physician named John Hall in that town, for that Hall died nine years before John Hall was born.

The claim that John Hall was a Worcester man has a much stronger basis. In *The Registers of the University of Oxford* (1887, 1888, Vol. II, Part II, p. 187, and Vol. II, Part III, p. 190) are the following entries:

"[1591, Matriculations] 4 Feb. Ball[iol] Haule [Hall], John; Worc[ester] gen-[erosi] f[ilius] 16 [years of age]."

"[1595, entries for degrees conferred] Balliol. Halle (Haule), John; adm[itted] B.A. (Ball.) 28 Feb. 159%, det[ermined = performed the final exercises for the B.A. degree] 159%; lic[ensed] M.A. (S. Edm. H.) [St. Edmund Hall] 11 Nov. 1597, inc[eption or incepted = completed the final exercises for a Master's or a Doctor's degree], 1598."

The identification of this John Haule "generosi filius" of Worcester as the John Hall of Stratford is borne out by the coincidence of age and by the description in the Corporation records for June 30, 1632, of John Hall as "generosus in Artibus Magister."

Fripp and Ransford^e both accepted this record as applying to our John Hall, and the latter suggested that his pedigree might be discovered in parish registers in and around Worcester. E. K. Chambers (op. cit., II, 5) also holds that

and Other Papers, 1919) holds that Hall was a War-wickshire man.

^a Notes and Queries, Vol. 161 (October 31, 1931), 309-13. However, it should be stated that after the appearance of Frank Marcham's William Shakespeare and His Daughter Susannah (1931), Ransford accepted William Hall of Acton as John's father (see Notes and Queries, Vol. 162 [April 9, 1932], 254).

^a Chambers, William Shakespeare (1930), II, 5-7, lists a number of Halls none of whom appear to have had any connection with the John Hall who married Susanna Shakespeare. See also Notes and Queries, Vol. 161 (October 24, 1931), 293-97.

^{*}Notes and Queries, Vol. 161 (November 14, 1931), 357.

^a See Alfred Ransford in Notes and Queries, Vol. 161 (October 24, 1931), 293-97; R. W. Leftwich ("John Hall, Physician," Shakespeare's Handwriting

he must be sought for in Worcestershire, possibly among the Halls of Henwick and Esbury in the parish of Hallow. Chambers carries his identification further and suggests that John Hall may have been the son of Edmund Hall and his wife Emma, from whom in 1575 John Shakespeare bought the property in Henley Street in Stratford-upon-Avon.

As early as the middle of the nineteenth century it was suggested that John Hall was from Acton. Halliwell-Phillipps held that he was of the Acton Halls on the ground that John Hall, in his nuncupative will, bequeathed a house in Acton to his daughter.7 Acton was a small town in an isolated district in Middlesex on the direct road from London to Stratford-upon-Avon by way of Uxbridge and Oxford. Sir Sidney Lee (Dictionary of National Biography) also says that Hall was of the Middlesex Halls but that he was not born there. However, it is principally upon the work of Frank Marcham that the connection between John Hall and Acton is based. In 1931 Marcham published William Shakespeare and His Daughter Susannah, in which he printed the will of a William Hall, whom he identified as the father of John Hall. Although there were numerous Halls in Middlesex, the Acton registers and the Acton Court Rolls provide little information relating to persons of that name, and no information that relates directly to John Hall.8

The will of William Hall is in Somerset House, where it is identified as Huddleston 92. It was dated December 12, 1607, and was proved December 24 of the same year. From the Probate Act Book of 1607 it is clear that his son, John Hall, seemingly the youngest child, executed the will. The text of the will here

quoted is from Frank Marcham's transcript. The two parts of the will have been indicated by spacing. The original, like most Elizabethan documents, has but little punctuation. It reads: From the will the following are items of interest concerning the William Hall family: (1) William Hall, gentleman, had two sisters: one, Cicely, who married a man named Carter; and another,

T. Willm.) In dei nomine Amen I, William Hall of Acton in the Countye of Midd gentleman sicke in bodye but of a perfect memorye and vnderstanding Hall I thancke God, Do ordayne constitute and make this my last will and testament in manner and forme following. ffirst I bequeathe my bodye to be buryed in the churche of Acton yf I dye there or in the churche elswhere. My soule I bequeath vnto the Almightie god whoe hathe created me, and gave his sonne to redeeme me, and therefore he ys wholly myne by whose deathe passion and resurrection I only truste to be saved, and by noe merittes of myne owne, for he hath given me of his spiritt sufficiently to call me to repentaunce for all my former synnes and hathe given me grace steedfastly to beleeue in hym, and vnto suche he hath promised no condempnation but life euerlasting saying whoesoeuer repenteth and beleeveth in me I will giue him life euerlasting, thoroughe which promise my faithe ys fortified and confirmed ffor the whiche I give him humble thankes, and so I take the whole Cupp of saluation of hym with thankes gyving for euer and euer Amen. Concerning my earthlie goodes I ordayne as foloweth. As concerning my eldest sonne Dive fforasmuche as he requyred his portion longe agoe, the which he receyued and bounde hym selfe in a bond to demaunde any more (as appeareth by his bond obligatory in this house,) as allso the many unkyndnes which he shewed vnto me heretofore and especially synce the deathe of his mother: Notwithstanding in regard that he is my sonne I bequeathe vnto hym as a legacey fortie shillinges. Item I give vnto the poore of Acton fortye shillinges to be distributed by the churchwardens and cunstables of the parishe of Acton equally where most neede ys. Item I give and bequeathe to my Daughter Elizabeth Sutton tenne poundes conditionallye that she giue the sayed tenne poundes [an insert] with her sonne William Sutton to bynde hym an appretise. Because they have kept hym home at his owne will and woulde not suffer hym to profitt while he mighte, and nowe of necessitie is constreyned to be put an apprentise, because he will not give hym selfe to any other profession, ffurthermore I give and bequeathe vnto my sayed Daughter Sutton Twelue poundes conditionally that she shall distribute yt equally betwene her children called Rondall Mary and Elizabeth at the ages of eighteene yeres ould or at the daie of theire marriages which of bothe shall first come. And yf it please god to take any of theise before the sayed tyme, theire portion so dying shall remayne to the rest lyvinge equally distributed. And in defaulte of them all before the foresayed tyme. Then that yt should all remayne whollie to William Sutton her eldest sonne. And in his defaulte to remayne to my daughter Welles children successively. Item I give and bequeathe to my Daughter Sarha Sheappard ffiftie poundes to be receyued and had from my executors within the space of one halfe yere after the deathe of her husband that nowe ys to witte William Sheapparde Doctor of Phisicke. Item I give and bequeathe to my daughter Martha Barlowe nowe wife of Beniamyn Barlowe, one hundred and twentie poundes, to be receyued from the executor or executors within the space of one quarter of a yere after the Deathe of her said husbande Beniamyn Barlowe. Item I giue and bequeathe to my Sister Cicely Carter twentie nobles, to be payed vnto her within one quarter of a yere after my deceasse. Item I give and bequeathe to my sister Knighte her sonne twentye nobles, to be payed vnto hym within one quarter of a yere after my deceasse. ffurthermore I giue and bequeathe vnto my man Mathewe Morris all my bookes of Astronomye and Astrologie whatsoeuer conditionally that yf my sonne John do intende and purpose to laboure studdye and endevor in the sayed Arte, that the sayed Mathewe should instructe him in consideracion of his Mr his beneuolence and free guifte ffurther I giue and bequeathe vnto the sayed Mathewe Morris fower poundes of good and lawfull money to be payed vnto the sayed Mathewe within three monethes after my deceasse and the foresayed bookes presently after my Deceasse. ffurthermore I giue and bequeathe to my Mayde Anne Gouldstone that nowe ys thirtie shillinges, to be payed vnto her within one monethe after my deceasse. All the rest of my goodes, debtes aswell by bande [bonde?] due as otherwise and all houses, landes leasses Tenementes or whatsoeuer myne or due vnto me,

^{*} Halliwell-Phillipps said "wife."

^aHe was not the son of a John Hall and Margaret Archer, who were married on September 19, 1574, because the child born to them the following year was a daughter: "Elizabeth Hall the daughter of John xxned, the v.th of June, 1575." Some years later a William Hall was the rector of Acton, but his father was a vintner at Litchfield and chronology does not permit this William Hall and his father to be the forebears of the John Hall who was born in 1575 and in 1607 married Susanna Shakespeare.

Hall of Chafferd Upon Cloon in the Grank of Warwich 1635 of Nobember If wis I give but my wife my house in LandonIT fine but my Daughter Nash my house in Actor
I I give but my Daughter Nash my house in Actor
I I give my goodes & moneyes with my meadow—
The bar equally Divided Bothwish hote my wife & my Daughter The sourcesting my study of Rooker I loans them (and her)
to you my for Nath to did pole of them as you lea good
Bolos if hee had been heere but foral mure) as her is not him

The home some seems before them or elle one lots of Peut you may (for Nagh) Curne them or est coo with litreffer hoervuto Cho: Nusha

		·

I giue and bequeathe vnto my sonne John Hall whome I make my sole executor of this my last will and testament condicionally that the sayed John shall dischardge paye or cause to be executed discharged and payed the abouenamed legaceys according to the true intent will and meaning of me the Testator. as allso to dischardge my funerall expenses and debtes. In witnesse wherof I haue putt to my hande vppon the twelueth daye of December in the fyveth yere of the Raigne of James by the grace of god Kynge of England strance and Ireland and of Scotland the one and fortithe and in the yere of or Lorde God 1607

Provided further that yf my sayed sonne John do refuse to be executor and to paye the legaceys abouewritten That then my sonne Dive should take vppon him the foresayed execution of my testament my will ys paying vnto my sayed sonne John snitie poundes togither with all my bookes of phisicke, to be payed vnto the sayed John within one or twoo monethes after my deceasse. flurther I give and bequeathe all my bookes of Alchimye vnto my foresaid servaunt Mathewe Morris, and to be payed and given presently after my decease vnto hym. Allso I ordeyne and constitute y? my executor whosoeuer shall paye or cause to be payed all my debtes whatsoeuer and execute and contente all Demaundes whatsoeuer. Moreouer yf neither of my sayed sonnes will be executor: then my will ys that my sonne Michaell Welles should be executor paying to my sonne John and the Rest the aforesayed Legacyes before rehersed together with my Debt and funerall expenses. Allso my will ys that yf either of my sonnes be executor, that then my sonne Sutton and my sonne Welles should be Ouerseers And yf my sonne Welles be executor that then my sonne John Hall and my sonne Sutton should be Ouerseers &c. In wytnesse whereof that this is my true and laste will and testament I have putt to my hande and seals the Daye and yere abouewritten per me Guillelmu Hall

Probatum fuit testamentum suprascriptum apud London coram venerabili viro Domino Johanne Bennet Milite legum doctore Curie Prerog Cantuariensis Magistro Custode siue Comissario legitime constituto vicesimo quarto die menss Decembris Anno Domini millesimo sepientesimo septimo Juramento Johannis Hall filij nralis et ltime dei defuncti et executoris in eodem testamento nominat: Cui commissa fuit administracio bonorum Juriam et creditorum dei def de bene et fideliter administrand &c. Ad sancta Dei Evangelia Jurat.

[Entry in Probate Act Book, 1607, p. 271]

Mense Decembris

1607 Willmus Hall Rr.*

Eode (Vicesimo quarto) die probatu fuit testamentu Willmi Hall nup. de Acton in Com. Midd def. Hents &c. Juramento Johis Hall executoris &c cui Commissa fuit ado &c. de bene &c jurat

London Blasij

*Probably means "Reservatur," i.e., power "reserved" to make a similar grant of probate to any order lawfully claiming.

who married a man named Knight. (2) In 1607 his wife, whose name is not known, was dead. (3) Some six children had been born to him: Dive," the

*Dive Hall's will, dated October 19, 1626, and Princil November 30, 1626, in in Sement House, He's 123. The Court Folls of the Manie of Action, Mill'mex, common at least one entry relative to Diverthem that Dive Hall and his Tennaum shall make a soft acri fence betweene this and whoman next to save harmless Chund field in passe to forfest from showing. This was a thoroughly typical saw of frank

eldest son, who had already, by bond ("as appeareth by his bond obligatory in this house"), received his patrimony and who had been a not altogether grateful son: Elizabeth, who married William (?) Sutton and who had been to him William. Ranfall, Mary, and Elizabeth; a daughter, who married

ginign of a filter of the modifier common stockers for the that the halo on it is enjoy that appending the modifier.

Michael Welles; Sarah, who married William Sheppard, a "Doctor of Phisicke"; Martha, who married Penjamin Barlowe; and the youngest son, John. who married Susanna Shakespeare and who probated the will. (4) From the will the family appears to have experienced internal dissension: (a) the oblest son, Dive, was bequeathed but anna because he had already "required his portion longe agoe" and for it had bounde hym selfe in a bond" and he had been guilty of "many unkyndnes" to his father "synce the deathe of his mother"; (b) if "my sayed conne John do refuse to be executor then my sonne Dive should take uppon him the foresayed execution of my testament my will"; (c) if neither of the sons would serve as executor, then William Hall's son-in-law, Michael Weller, should serve; (d) in the event that either son shall act as executor, then "my sonne [-in-law] Sutton and my sonne [-in-law] Weller should be Ouerseers"; (e) and if Michael Welles should art as executor of the will, then "my sonne John Hall and my some Sutton should be Ourr-

Judging by the sums he bequeathed (some £300), William Hall was fairly well-to-do. He appears to have been generous, in that he makes bequests to his sisters, to the several members of his immediate family, to his man Matthew Morris, to his mai! Anne Go! Isstone, and to the poor of Action. To the younger son, John, he deviced "All the rest of my goodes, deltes aswell by hande [bond (?)] due as otherwise and all houses, lander leaves Teresmentes or whateseuer myse or die with me."

Incomi lesations lette classes la Welliam Hall was John Hall it selle eacher, the bequest to John Hall it selle eacher conception with the group in melatter's numberable produces it of November arises, which possible provides a Discher Nach Elegabeth, who was marred to The mea Nach may be seen American Temperature of Welliam Halliam to be parted to Halliam Melatic Desarts of Halliam for place and the Language of Halliam for place and the Language of Halliam for place and of Language of Melatic and the Language of Lan

Welles of Carleton in Bedfordshire form another link.

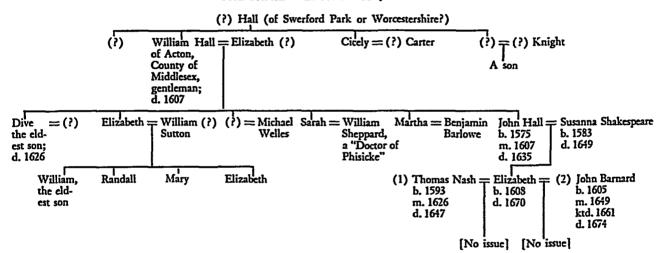
Another bit of evidence is to be found in the conditional bequest to his man Matthew Morris: "ffurthermore I giue and bequeathe vnto my man Mathewe Morris all my bookes of Astronomye and Astrologie whatsoeuer conditionally that yf my sonne John do intende and purpose to laboure studdye and endevor in the sayed Arte, that the sayed Mathewe should instructe him in con-

brother-in-law, William Sheppard, was a "Doctor of Phisicke." It is still more noteworthy that William Hall's books on "phisicke" were devised to his son John: if Dive is to be the executor, "my will ys paying vnto my sayed sonne John ffiftie poundes togither with all my bookes of phisicke." Obviously John Hall was reared in a family having interest in science and in medicine. Moreover, the family was of the social rank of gentlemen.

from the Halls of Swerford. A schedule of September 6, 1582, bears Richard's arms, his signature, and the identification "Hall of South Newington and Banbury." The appearance of three talbots' heads, combined variously, may indicate that many of the Halls were descended from the original Halls of Swerford.

It should be mentioned in connection with the Halls of Acton that the arms given for Hall, without mention of Ac-

THE FAMILY PEDIGREE OF JOHN HALL



sideracion of his Mr his beneuolence and free guifte." Morris has been identified with Master Matthew Morris, gentleman, who on Wednesday, October 13, 1613, at Stratford-upon-Avon, married Elizabeth Rogers, daughter of William Rogers, sergeant at the mace and brother-in-law of William Shakespeare's friend and townsman, Henry Walker. Morris used to live at his father-in-law's house at 40 Sheep Street, Shrieve's House. The names of Morris' children-Susanna in August 1614, Susanna again in November 1616, Elizabeth in September 1618, and John in December 1620 — suggest friendship with John and Susanna Hall at New Place. William Shakespeare may have been present at Matthew Morris' marriage. Fripp suggests that, except for the Birthplace and New Place, no dwelling in Stratford was as familiar to John and Susanna Hall as Shrieve's House.10

It is noteworthy, too, that John Hall's

Hall's ancestry beyond the point indicated is uncertain. Nothing is known concerning the parentage or origin of William Hall; but the fact that no Acton records exist concerning the William Hall family in Acton may indicate that they had not lived there for any length of time. It has been suggested that William Hall and John Hall were descended from the Halls of Swerford, a picturesque little village located between Banbury and Chipping Norton. Halls lived here as early as 1350. The discovery at Hanley Court, Banbury, in 1925 of a collection of early deeds11 relating to Halls reveals that these Oxfordshire Halls spread out into Worcester, Leicester, Warwick, and other places. The Richard Hall of Idlicote mentioned previously was descended

ton, in Middlesex Pedigrees (Publications of Harleian Society, LXV, 181) are not those of John Hall of Stratford.

Although the family pedigree of John Hall cannot, in the light of the present documentary evidence, be entirely determined, there is far more evidence in support of his having been the son of William Hall of Acton, Middlesex, than in support of any other parentage. John Hall, it appears, then, was the youngest child and son of William Hall of Acton, who may have been descended through the Worcestershire Halls from the Halls of the chief ancient family seat of Swerford Park. Obviously John Hall, sonin-law of William Shakespeare, was not a native of Stratford-upon-Avon. In the light of the extant evidence, the family tree for John Hall is given above.

D. There is documentary evidence that after the death of William Shakespeare in 1616 John Hall and his wife Susanna occupied New Place and were

¹⁹ See Alfred Ransford in Notes and Queries, Vol. 162 (April 9, 1932), 254.

²¹ Published by E. A. B. Barnard, New Links with Shakespeare (1930, pp. 105-21).

in possession of the Getley cottage. R. B. Wheler, in his manuscript of about 1814 on Stratford-upon-Avon, wrote: "I have seen, in some old paper relating to the town, that Dr. Hall resided in that part of Old Town, which is the Parish of Old Stratford." This note could not have referred to Hall's Crost, John Hall's own house, because it was located outside the town liberties as defined by the description (see Document 36, chapter ix, Volume I) of the boundaries of March 14, 1646, he referred to "my mother-in-law Mrs. Hall who lives with

The Estreats of the Court Rolls of Rowington dated April 18, 1617, have an entry concerning John Hall and Susanna and a Stratford cottage. This document, a "Fyne of admyttance," is given in chapter lxiv, page 352, above, as Document 170.

This "Fyne of admyttance" applied not to New Place but to the cottage sepledges in the rolls for 1628-38 in the Court of the Manor for Warwick shows that John Hall, gentleman, was fined 12d. for not continuing a suit which he had instituted in that court. Modern scholars are indebted to Mrs. C. C. Stopes for unearthing these entries (see her Shakespeare's Industry, 1916, p. 269). From the entries themselves it is not possible to determine the nature of the legal action which Hall never prosecuted to any conclusion. The fine itself is identified as "a common fine 12d." There are thousands upon thousands of such entries in the old Manor Court rolls. The five entries relating to John Hall are here given as Document 263.

For ten years, from 1628 to 1638, the fine was not paid; very likely it was never paid. It is noteworthy that in 1638, after John Hall's death in 1635, the fine was promptly shifted to "Mrs Hall," and was reduced from 12d. to 6d. This change may have been a clerk's error; it is more probable that it was cut in half out of consideration for her as a

widow. F. John Hall's professional interests and sense of duty not infrequently placed him at cross purposes with the Corporation of Stratford-upon-Avon. Three times John Hall was elected a Burgess: (1) on March 14, 1617, when he declined to take the oath of office and to serve; (2) on February 14, 1623, when

again he declined to serve; and (3) on May 25, 1632, when once more he did not respond—he did not attend even a single meeting of the Burgesses. The Minutes and Accounts of the Corporation show that he was in "default" on July 6, 1632. Fripp (Shakespeare Studies, p. 168) says that a letter of July 11, 1632, shows that Hall was attending a Master Sidney Davenport of Bushwood.

The entry for Saturday June 30, 1632,

shows him absent and in default once

more. However, on July 11, 1632, he

took the oath: the Corporation was de-

termined that John Hall should perform

his civic duty. After fifteen months of

unwilling compliance, his feelings ag-

gravated by overwork, by illness, by

championing his friend Vicar Thomas

Wilson, and by his sense of professional

[DOCUMENT 263]

[WARWICK MANOR COURT ROLLS ENTRIES OF A FINE IMPOSED ON JOHN HALL, 1628-1638]

[October 7, 4 Charles I, 1628]

Of John Hall of Stratford upon Avon gent. one of the customary tenaunts of this Mannour at the Feast of St. Michaell the Archangell next ensuyinge for his common fyne respecting his suit of the Court 12d.

[April 20, 1631; Bundle 49, No. 706]

John Hall gent, for a common fine 12d.

[October 1, 1632]

Of John Hall gent for default of suit of Court 12d.

[1634]

Item of John Hall for a common fine 12d.

[1638]

Item of Mrs Hall for her common fine 6d.

the borough of Stratford in 1591. Hall's Croft, which still exists, was located about midway between the borough limit and the Parish Church.

In the vestry notes, moreover, of the Parish Church for October 1617 John Hall was mentioned as having residence in Chapel Street Ward, the ward in which New Place was situated. And a borough record for February 3, 1617, referred to "Mr Hall at Newplace." After John Hall's death in 1635, Susanna, it seems, continued to reside at New Place. Thomas Nash, husband of Elizabeth Hall, daughter of Susanna, in August 1642 spoke of New Place as occupied by him and in a document of

J. W. F

cured by William Shakespeare in the 1602 Getley purchase, critically discussed in chapter lxiv, above. New Place was a freehold property. The Getley property, however, was a copy-hold from the manor of Rowington. Shakespeare's will of 1616 bequeathed £50 to Judith Shakespeare on condition that she surrender to Susanna any legal claim that she might have in the copyhold Getley property. In the case of a copyhold thus held, such a "Fyne of admyttance" was legally necessary. Susanna's entering into possession of this copyhold shows that Judith accepted the £50 in lieu of her legal right therein.

E. A sequence of view of frank

obligation to his patients, he was summarily dropped from the Corporation on October 9, 1633. The entry of June 30, 1632, and this last entry in the Council Book, here given as Document 264, will clarify the action.

The entry for June 30, 1632, identifies him both as "generosus [gentleman]" and as "Artibus Magister [Master of Arts]." The "a" further set down was the conventional indication of "absence." It will be recalled that in 1586 John Shakespeare and from time to time others of equal prominence were dropped from the Corporation for nonattendance and that, too, after John Shakespeare had served that civic body in every capacity from aletaster (1556) to high bailiff (1568-69) and then as chief alderman (1571). John Hall, physician, must have been a man of deep conviction and of some degree of strength of character to resist the Corporation.

G. John Hall lived the life of an active and almost rigorous Puritan. For him, Puritanism was not merely a persuasion but a fundamental conviction. In 1626 he declined knighthood from Charles I, who had succeeded to the throne in 1625. Hall was a Puritan-Charles I was a Cavalier! Neal (History of the Puritans, 1816-18 ed., II, 189) recounts: "The ceremony of the king's coronation, was another expense which his Majesty"-in sore need of money-"thought fit to provide for by issuing out a proclamation, that all such as had forty pounds [income] a year or more and were not yet knights, should come and receive the order of knighthood, or compound it." The manuscript which contains the list of Warwickshire gentlemen who "compounded" (made some sort of monetary contribution) for declining proffered knighthood names among others, William Combe, £25; Thomas Fullwood, £16; and John Hall, £10. The lure of knighthood, with its courtly display of color and formality, was not tempting to a genuine Puritan. Yeatman (The Gentle Shakespeare, 1896, p. 164) stated: "It is well known that Dr. Hall was a sincere Catholic, though courtier-like, he affected the fashionable religion [Protestantism]; but he was deeply trusted by the Warwickshire Catholics for all that, and was the physician of most of the best Catholic families of that county." However, this need not be taken seriously. Edgar I. Fripp, on the other hand, emphasizes perhaps too greatly the Puritan convictions of John Shakespeare, John Hall, and others.

John Hall's Puritan religious persuasion was a virile and living one; he actively lived it. Warwickshire was the seat of Puritanism in England. Living who were derelict in their religious conduct. The report, among other details, contained the following charges:

for loitering forth of Church in sermon-

sleeping in the belfry, with his hat on, upon the Sabbath.

keeping drinking in his house after evening-prayer.

wearing his hat in Church being aboard [abroad] at sermon-time.

for late coming to Church very unreverently there, sometimes laughing and romling.

[DOCUMENT 264]

[STRATFORD CORPORATION RECORD ENTRIES RELATING TO JOHN HALL, 1632, 1633]

[June 30, 1632]

Jo. Hall generosus in Artibus Magister a[bsens]
Master Hall, at the last hall elected a Chief Burgess of this Borough,
hath neglected to come to take his oath, being thereunto warned by both
the Chamberlains and Serjeants.

[October 9, 1633]

at this hall Mr John Hall is displaced from being a Capitall Burgesse by the voices [votes] and consent of nineteene of the Company, as appeareth by the letter r at these names, for the breach of orders wilfully, and sundry other misdemeanours Contrary to the duty of a burgesse and the oath which he hath taken in this place, and for his continual disturbance at our halls, as will appear by the particulars.

at the time he did, 1575 to 1635, John Hall witnessed a great deal of Puritan activity. His devotion to his Church was an abiding passion and faith. In 1628 he was chosen borough churchwarden; in 1629 he was selected a sidesman; in 1629 he gave a new and expensive pulpit to the church, perhaps a three-decker, which was used until 1792. In 1633 he was nominated the Vicar's warden, seemingly through the personal support and wishes of his friend, Vicar Thomas Wilson. With two other wardens, John Hall prepared, during his incumbency, a Presentment,12 or official report, in which, in the typical Puritan spirit of the day, he cited several persons

for beastly behaviour [putting hands under plackets] swear and blaspheme God.

keeping-back the poor's money.*

Item. The wife of Adrian Holden saith Goody Brownley is an ill-looking [Black Art term] woman, said I would overlook [with an evil eye] her and her'n as I'd overlook others, and bid me Arent' thee, witch. And said I was a whore and my bastards maintained me, and bid me get me home, how 'a would brush the motes forth of my dusty gown. Her witnesses—Patience Ford, Prudence Wright, and Goodwife Aston.

Cited against one of his fellow churchwardens.
 † Get thee back to hell. See King Lear, III, iv,
 129.

These items reveal that John Hall took his church duties seriously and that

²² Quoted by Halliwell-Phillipps, Outlines, I, 160, but without bibliographical citation.

he had the courage of his convictions. But he was not above partisanship, particularly in his friendship for the Puritan Vicar Thomas Wilson, who served as vicar from 1619 to 1640 and also as Registrar of the Court of Peculiar.12 When Wilson nominated Hall for the Vicar's warden in 1633, it appears that Wilson was acting thus in anticipation and expectancy of the physician's support of him in a suit against the Corporation Council. This nomination was subsequently canceled. Wilson was accused of holding conventicles, or secret and illegal religious meetings. The friendship

wholly ecclesiological in his religious feelings, for it is known that he allowed his own poultry and swine on occasion to desecrate the interior of the Gild Chapel just across the street south from New Place. The entry in at least one instance reads: "his poultry to roost and his hogs to lodge in the Guild Chapel."

In 1633 difficulty arose between John Hall and the Corporation over what pew in the Parish Church should be occupied by the Halls and the Nashes. That the right to a pew in the Stratford Parish Church did accompany the title to the New Place property is evidenced

pew belonged to the Aldermen's wives. Obviously, Thomas Wilson, who was a staunch friend of John Hall and was on every occasion supported by him, consented to Hall's occupying the newly repaired pew. Hall applied to the Bishop of Worcester, John Thornborough, then an aged man and a patient of his, to enable him and his family to occupy the pew at the east end of the north side of the nave near the Clopton tomb. On April 24, 1633, the aged Bishop executed an episcopal grant, signed and sealed, confirming the use of the pew to the Halls. The important part of this grant, which is now a possession of the Birthplace Museum, reads as shown in Docu-

ment 265.

[DOCUMENT 265]

[EPISCOPAL GRANT CONFIRMING JOHN HALL'S RIGHT TO A CERTAIN PEW IN THE STRATFORD CHURCH, 1633]

whereas Mr Thomas Willson, vicar of Stratford-upon-Avon, together with three of the Churchwardens have lately caused to be repayred and sett vpp a seate or pewe in the Bodye of the said Church, adioyneinge vnto the seate of William Combes, esq., and vnto an Arch in the said Church on the north side and have lately appointed the same to Mr John Hall, practitioner in Physicke, his wief and familie whom they without consente have therein settled. Wee doe hereby confirme approve and allowe the said seate and kneelinge place to be continue and remain vnto the said Mr Hall his wief and familye.

between the physician and the vicar was so intimate that on occasion vicaral courts were held at New Place. The feeling between physician and the Corporation was prolonged by his appearance as one of the plaintiffs in a suit, in connection with Wilson, in Chancery brought against the Corporation. It appears that Vicar Wilson was himself not by Halliwell-Phillipps' No. 126, listed in his Calendar of Shakespearean Rarities, now a document in the Folger collection. This pew, it appears, when Place in 1597, was located on the southern side of the nave of the Parish Church, near the point where the present pulpit now stands. Late in 1632 or early in 1633 Vicar Thomas Wilson and the three churchwardens caused "to be in the Bodye of the said Church adioyneand his family promptly occupied. The Corporation objected strenuously. They opposed any such concession to the Halls. They asserted that from time immemorial the use of the newly repaired

William Shakespeare purchased New repayred and sett vpp a seate or pewe inge vnto the scate of William Combes, esq., and vnto the Arch in the said Church on the north side," which new pew, near the Clopton tomb, John Hall

From the phrasing of this grant of approval, it is clear that John Hall and his family "without consente have therein settled." During two years the controversy dragged on. When an agreement was reached it provided that John Hall and his son-in-law, Thomas Nash, were to be allowed one month within which to choose either the old pew which Shakespeare had acquired with his legal occupancy of New Place in 1597, and in which the dramatist himself had doubtless sat, or else the newly repaired pew on the other side of the nave which the Halls had appropriated but which the Corporation claimed for the Aldermen's wives. Later documents indicate that the Halls selected the pew which they had "without consente" appropriated. The original pew and "kneelinge place for hearinge of divine service and sermons," it appears, was let to some other parishioners.

John Hall's religious persuasion was a stern and exalting faith. His Diary has numerous expressions, such as "with God's help, she recovered," which demonstrate his abiding faith in the potential efficacy of the Supreme Being. In 1632 he was himself stricken with a very serious illness. On his recovery, he did not hesitate to enter in his Diary a prayer of an honest heart thankful to God. Its content and tone are devoutly Puritan. It reads as shown in Document 266.

H. John Hall's medical equipment was considerably better than that of the

ss The word "peculiar," as applied to a court, was the technical ecclesiastical name of a parish, or of a church, which exercised, through a special court of its own, jurisdiction in such matters as the probate of wills, which usually came under the jurisdiction of the wills, which usually came under the jurisdiction of the bishop. At present in the Birthplace Museum is the wooden seal-matrix, with its wooden handle, used by Thomas Wilson, 1619-1640, while he was Registrar of the Court of Peculiar. The seal is a pointed oval measuring 2 by 2½ inches. In the center is the conventional figure of Justice with her balance and sword-ventional figure of Justice with the borough of Stratremonal figure of Justice with her balance and sworts. Below are the official arms of the borough of Stratford-upon-Avon. The initials of the Rev. Thomas Wilson are partly obliterated. About the border of the seal in the legend; "SIGILLIS: PECVLIARIS: IVRISDICONS: DE: STRATFORD: SVPER: AVON: 16191." average practitioner of his day. Records show that there were other practitioners in Stratford-upon-Avon: (a) a Master Hancbeam, who died in 1575; (b) Master Philip More, whose wife, a Catholic recusant, found refuge at Evesham in 1592; (c) Robert Reade, who attended John Gibbs in 1595 when a tree fell on him; and (d) John and George Agge (Agard?) in the reign of James I. Not uncommonly a vicar was a medical practitioner; the Rev. John Ward, Vicar (1662-1681) of the Stratford Parish Church, whose manuscript diary is now in the Folger collection, was one such. If one can judge Hall from the contemporary references and from the extent of his clientele, he outdistanced local medical men of the day. The Parish Register entry for his burial reads: "Johannes Hall medicus peritissimus." The inscription on his grave in the Stratford Parish Church reads: "Hallius hic situs est medica celeberrimus arte." The episcopal grant for a pew in the Stratford Parish Church in 1633, reads: "M⁵ John Hall, practitioner in Physicke." The Huntington Library manuscript letter, written about January or February 1631, concerning Hall's garden in Stratford-upon-Avon, identifies him as "Mr Hall Phisicon."

Hall knew in minute detail the phrasing and the nomenclature of medicine in that day, as is evidenced by his own entries in his medical diary. That he knew more Latin than merely the ordinary Latin medical terms is indicated, likewise, by the fact that this diary was written entirely in Latin. James Cooke's "To the Friendly Reader" in his 1657 edition of Hall's Select Observations (Cooke's English translation of a part of the Latin diary) declared of Hall: "He had been a Traveller acquainted with the French tongue." John Bird's comment, in the introductory material to the same volume, was: "This Learned Author lived in our time and in great Fame for his skill, far and near."

Modern scholars conclude that John Hall was skilled in his profession, but definite information about his training has not been forthcoming. If the entries presented earlier from the Registers of the University of Oxford apply to John Hall of Stratford, then he was both a B.A. and an M.A. The entry for June 30, 1632, in the records of the Corporation—"Jo. Hall generosus in Artibus Magister a[bsens]"—supports this supposition. There is no evidence among the records known which indicates that John Hall held a medical degree.¹⁴

Training in the different categories of medicine in that day could be secured in the Company of Barber Surgeons, the Company of Apothecaries (James I granted them a special charter), the College of Physicians, and the Grocers' in medicine. Had he done so, most certainly, somewhere along the line, the title would have appeared in connection with his name, in spite of all John Hall's Puritan objections to ostentation. When, if ever, the registers of the Continental universities for that period are searched, evidence may be forthcoming of Hall's actually once having been a student of medicine there.

No doubt John Hall was licensed to practice medicine by the Bishop of Worcester, John Thornborough, who later became one of Hall's patients and who in 1633 confirmed Hall's appropriating

[DOCUMENT 266]

[JOHN HALL'S PRAYER OF GRATITUDE FOR HIS RECOVERY FROM AN ILLNESS, 1632]

Thou, O Lord, which hast the power of life and death, and drawest from the gates of death, I confesse without any art or counsell of man, but only from thy goodnesse and clemency, thou hast saved me from the bitter and deadly symptomes of a deadly fever, beyond the expectation of all about me, restoring me, as it were, from the very jaws of death to former health, for which I praise Thy name, O most Mercifull God, and Father of our Lord Jesus Christ praying thee to give me a most thankfull heart for this great favor for which I have cause to admire thee.

Company as well as at the universities. Yet the extant records for the period of the various gilds mentioned above as well as of Cambridge, Oxford, Edinburgh, Glasgow, Aberdeen, and St. Andrews have no entry for any John Hall as a student of medicine. The corresponding entries in the foreign universities — Paris, Montpellier, Padua, Bologna, Lyons, Angiers—have never been searched carefully for a John Hall. The chances are that, even if he once studied in any one or more of these institutions, John Hall did not achieve the doctorate

¹⁴ The significance of the M.D. in the general practice of medicine may be sensed in the Rev. John Ward's comment in his *Diary* (Severn's edition, p. 12): "Mr. Burnett had a letter out of the Low Countries of the charge of a doctor's degree, which is at Leyden about sixteen pounds [about \$5640], besides feasting the professors, at Angers, in France, not above nine pounds [about \$360], and feasting not necessary." The degree of D.D. and the degree of M.D. were more often than not acquired as a favor or an honor rather than through a designated course of study.

to his use the newly repaired pew in the Stratford Parish Church. Hall's Diary says that Bishop John Thornborough was "long tormented with a sorbutic, falsely imagined by his physicians to be a true gout." The good old Bishop died at the advanced age of eighty-six. Just as the probating of last wills and testaments was then the business of the Church, so licensing to practice medicine was prerogative of the bishops. The Rev. John Ward's Diary (Severn's edition, pp. 12, 13) makes it clear that a bishop had the authority to license a priest and to license that ecclesiast to practice medicine. It asserts (p. 13): "I read Wingates Abridgment [a wellknown early digest of English law] of the Statutes, and find a bishop may licens in his dioces, but not the Archbishop throughout England." This indicates that licensing to practice medicine was a local licensing limited in its scope to the confines of the diocese of the bishop granting the license. Such licenses were renewed every year. The fee sometimes was 30s. (about \$60). There is no record in the register of Bishop John Thornborough of the diocese of Worcester licensing John Hall to practice medicine; but that register, at present, contains entries for "benefices" only. Practicing medicine in John Hall's day was a matter of the Church and not of the State, and licensing was a matter of the Church.

I. "Curationum Historiarcum et Empiricarum in certis locis et notis personis expertarum et probatarum libellus" is the title of the original Latin manuscript of John Hall's medical diary in the British Museum. It is identified as Egerton MS 2065. The manuscript is usually misnamed "Case Book." Actually it is a medical diary after the intimate manner of diaries by John Manningham, John Ward, Samuel Pepys, John Evelyn, and others. The manuscript was, in no sense, intended to be a treatise on medicine; but it was a daily record of John Hall's practices, experiences, and reactions, both professional and personal. In every sense, the materials in the manuscript are an epitome and mirror of the man.

Few Shakespearean investigators have examined this manuscript and few even know of its existence. The material was written on small-sized sheets of paper and on both sides of the sheets. The notes cover some 1,000 cases, ranging in date (not many are dated) from 1617 to 1635. There appears to be little in the way of order-alphabetical, chronological, type, or otherwise. The closely written handwriting is Italian rather than Gothic script, and is in Latin. The whole is rather continuous, not as if the material had been jotted down from time to time as the impulse came to the writer. Yet it is diary-like in tone and form. The Latin is excessively abbreviated and crowded, as are many of the apothecary formulas in it, so that it becomes at times virtually illegible. In Hall's own hand is his professional motto: "Qui sine via et methodo Medicinam facit est

sine clavo et remis navigit," which may be translated: "He who practices medicine without a definite course and method is like one who navigates without a rudder or oars,"

Keeping a diary such as John Hall's was the custom of the day. Chap books and commonplace books had long since paved the way for diaries.

In 1643 James Cooke, a surgeon with a detachment of the Parliamentary army, visited Stratford-upon-Avon and secured the manuscript from Susanna Hall. Fourteen years later he published translated selections from it under the following title:

Select Observations / on / ENGLISH / BODIES: / or, / Cures both Empericall and / Historicall, performed up / on very eminent Per / sons in desperate / Diseases. First, written in Latine / by Mr. John Hall Physician, / living at Stratford upon Avon / in Warwick-shire, where he / was very famous, as also in / the Counties adjacent, / as ap / peares by these Observations / drawn out of severall hun-/ dreds of his, as choysest. / Now put into English for com-/ mon benefit by James Cooke / Practitioner in Physick and / Chirurgery. / London, Printed for John Sherley, at the / Golden Pelican, in Little-Britain. / 1657

James Cooke's account of his securing John Hall's Diary from Susanna Hall appeared in his "To the Friendly Reader" prefixed to the 1657 Select Observations. It is here given as Document 267.

Hall's patients included many prominent persons: the Countess of Northampton; William, the Earl of Northampton; John Thornborough, Bishop of Worcester; Lady Rainsford; Lord William Compton, the President of Wales; Michael Drayton, the poet; Mr. Wilson, the Minister; Mr. Quiney; Mrs. Sadler; Katherine Sturley; and Mrs. Mary Combes. Hall seems to reflect Continental influence in the treatments he prescribed. He was an herbalist and employed blood-letting, the common remedy of the day, very infrequently. He used antiscorbutics for the dreaded scurvy. The number of ingredients he mixed is astonishing. For Lady Jenkinson, he used twenty-nine: in the treatment of another, sixty-four; thirty-six for his own wife; and forty-eight for Captain Bassett. Observation XXII records that he cured Drayton, "an excellent Poet," of tertian fever with "syrup of violets a spoonfull."

Two of the observations throw a little light upon John Hall's own family. Observation XIX recounts that "Mrs. Hall of Stratford my wife being miserably tormented with the collick, was cured as followeth." After recounting the steps in her cure, he adds: "with one of these glysters [plasters] I delivered the Earle of Northampton from a grevious collick." Another entry, Observation XXXVI, concerns the illnesses of Elizabeth: "Elizabeth Hall my onely Daughter was vexed with Tortura Oris or the Convulsion of the mouth, and was happily cured as followeth. First I exhibited these pils R' pil, Coch. et Aurean. ana 3l. f, pil. 10. She took five the first day. For an Opthalmia of which she laboured, I used our opthalmick water, dropping two or three drops into her eye. I gave the following sudorific decoction. After the use of these the former forme of her mouth and face was restored. . . . 5 January 1624. In the beginning of April, the went to London, and returning homeward the 22th of the said Moneth she took cold and fell into the said distemper on the contrary side of the face. before it was on the left side, now on the right, and although she was grievously afflicted with it, yet by the blening of God she was cured in sixteen dayes, as followeth. In the same year May the 24, she was afficted with an Erratick Fever; cometimes the wat hot, by and by sweating, again cold, all in the space of half an hour, and thus she was vexed oft in a day; it's took a draught hot in the morning, if e following was used to anomat the spire, thus was the delivered from death and deadly decares, and was well for many yearer.

The value of John Hall's treatments can best be judged when it is teal and that his Select Objects our weters of published until twenty. The years after

his death. Furthermore, a second edition was published in 1679, and a reprint of that edition with a new title

page in 1683.

The manuscript diary of John Hall does not mention his father-in-law William Shakespeare. From such dates as appear in the diary, however, it seems that Hall did not begin his manuscript notes until 1617—the year after the death of the dramatist.

One of the highly desirable things in the Shakespearean field is a critical biography of John Hall after the manner of Edgar I. Fripp's Master Richard Quyny (1924). Documentary materials relating to Hall are becoming more and more plentiful, and painstaking research in the field will add to the total. Such a study would throw valuable additional light on William Shakespeare and his family. And John Hall is entitled to biographical and critical consideration in his own right. John Hall, "phisicon," left his impress as a professional man of high repute. He was a man of conviction, with also a professional man's courage. He was part and parcel of the general spirit of the age in which he

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MS Grant by the Bishop of Worcester of a pew in the Stratford Parish Church to John Hall (MS in the Birthplace Museum) Folger MS 1068.1

Folger MS 445 (Halliwell-Phillipps, Calendar of Shakespearean Rarities, No. 163)

Folger MS 1068.1, The General Booke of Oathes Both Ancient and Modern

MS Estreats of Rowington Court Roll (Public Record Office, Land Revenue Records, Bundle 50, No. 720) for Warwickshire, of the Leet and Court Baron, James I, April 18, 1617

MS Roll of the Manor Court for Warwick, October 7, 4 Charles I, 1628 (The entry was continued in Bundle 49, No. 706, for April 20, 1631; also for October 1, 1632, and for 1634, and for 1635)

MSS from the Stratford Parish Church Regis-

[DOCUMENT 267]

[JAMES COOKE'S RECORD OF HOW HE SECURED JOHN HALL'S MANUSCRIPT, 1657]

To the Friendly Reader. Friends, Being in my Art an Attender to parts of some regiments to keep the pass at the Bridge of Stratford upon Avon, There being then with me a Mote allyed to the Gentleman that writ the following Observation in Latin, he invited me to the house of Mrs. Hall Wife to the deceased, to see the Books left by Mr. Hall. After a view of them, she told me she had some Books left, by one that professed Physick, with her Husband, for some mony. I told her, if I liked them, I would give her the mony again; she brought them forth, amongst which there was this with another of the Authors, both intended for the Presse. I being acquainted with Mr. Hall's hand, told her that one or two of them were her Husbands, and shewed them her; she denyed, I affirmed, till I perceived she begun to be offended. At last I returned her the mony. After some time of tryall of what had been observed, I resolved to put it to suffer according to perceived intentions, to which end I sent it to London, which after viewed by an able Doctor, he returned answer, that it might be usefull, but the Latin was so abreviated or false, that it would require the like pains as to write a new one. After which having some spare hours, (it being returned to me) put it into this garb, being somewhat acquainted with the Authors concisenes, especially in the Receipts, having had some intimacy with his Apothecary. To compleat the number to 200. I have given the Observations of some others, wherein for your advantage, ye may observe severall under one head. It seems the Author had the happinesse (if I may so title it) to lead the way to that practice almost generally used by the most knowing, of mixing Scorbuticks in most remedies: It was then, and I know for some time after thought so strange, that it was cast as a reproach upon him by those most famous in the profession. He had been a Traveller acquainted with the French tongue, as appeared by some part of some observations, which I got help to make English. His practice was very much, and that amongst most eminent Persons in the County where he lived, and those adjacent, as may appear by his Observations. If my pains in translating for the common good may be any wayes advantagious, it is all I look after, which shall be earnestly prayed for by

Post Script

I had almost forgot to tel ye that these Obser. were chosen by him from all the rest of his own, which I conjectured could be no lesse than a thousand, as fittest for publique view. an unworthy friend Tames Cooke.

- Chancery Proceedings, Series I, James I. Bundle B. 35, Number 33 (C. 2 Jac. 1 B. 35(33)
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CXI

BALDWIN BROOKES'S COMPLAINT AGAINST SUSANNA HALL, 1637

BILL of complaint was en-

tered in 1637 by Baldwin Brookes in the Court of Chancery against Susanna

Hall to require her to administer the estate of John Hall so that Brookes's debt against John Hall might be recovered. The record of this suit in the Public Record Office is not complete. The extant important documents are: Baldwin Brookes's bill of complaint against Susanna Hall, Thomas and Elizabeth Nash, dated February 14, 1637;

There are two copies of this bill of complaint: one is the official court copy signed by "J. Dighton" (see Frank Marcham, William Shakespeare and His Daughter Sutannah, 1931, pp. 58-61) and the other is

the formal Latin writ of the court, dated April 4, 1637; Susanna's answer to Brookes, May 5, 1637; and Susanna's bill of complaint against Brookes, May 12, 1637. The first three documents, un-

the copy which the defendants saw (ibid., pp. 63-65). The two versions differ somewhat. Only the latter is reproduced in this work.

even in size, are sewed together down the left side, the two smaller in the top left-hand corner of the larger one.

To Frank Marcham of London belongs the credit of bringing these documents first to the attention of the Shakespearean public. In 1931, he published a volume, William Shakespeare and His Daughter Susannah, in which these materials were printed. The transcripts given here have been collated with Marcham, but do not follow the paragraphing which he supplied.

A. The bill of complaint of Baldwin Brookes against Susanna Hall, Thomas Nash, and others is in Bundle 49, Number 155, among the Chancery Proceedings before 1714 (c. 7/49/155). The copy of a bill of complaint filed in the Court of Chancery was always signed by the barrister (not by the complainant) who filed the bill. The transcript here given as Document 268 was the unsigned copy and hence that seen by the defendants and answered by them: but it is not, necessarily, the preliminary copy originally filed. This document is of parchment and measures 51/2 by 16 inches. It is written in the typical seventeenth-century court hand, rather small. The ink is very black. The manuscript is in fair condition: abrasions in several places have removed some words, and in others only a few intelligible characters remain.

The essential points of this bill of complaint may be summarized thus: (1) It is dated February 14, 1637 (Old Style, 1636). (2) It was presented before Thomas Lord Coventry, the Lord Keeper of the Great Seal of England. (3) Baldwin Brookes (later, in 1640-41, High Bailiff of Stratford) is the complainant. (4) John Hall (deceased) was possessed of lands, tenements, and hereditaments in Stratford, Acton, and London and of goods and chattels to the value of £2,000, of which £600 or £700 was in ready money. (5) Brookes, in the Court of Kings Bench, had secured a judgment against the Hall estate for a debt in the sum of £77 13s. 4d., for which sum the goods and chattels were liable. (6) Nearly two years after the death of John Hall (†1635), there was

[DOCUMENT 268]

[BALDWIN BROOKES'S BILL OF COMPLAINT AGAINST SUSANNA SHAKESPEARE, THOMAS AND ELIZABETH NASH, 1637]

xiiij ffebr 1636 To the right honobl Thomas Lord Coventry CARNE* Lord Keeper of ye great Seale of England

Humbly complayning sheweth vnto yor lopp, yo. dayly Orr. Bauldwyn Brookes of Stratford vpon Avon in ye County of Warwicke Mercer that whereas at or about [blank in MS] Jo: Hall of Stradford vppon Aven afroesaid gen was in his life tyme & att his decease lawfully seised of certaine mess. landes tenemtes and hereditamtes wihin ye parish of Stratford within ye sd County of Warwicke & in ye parishe of Acton in ye Countie of Midd and in ye Citie of London or elsewhere in his demeasne as of ffee and tooke ye yssues & proffites thereof And also he ye sd Jo: Hall was lawfully seized of goodes and chattels to ye value of 2000li or thereabouts & ye sd Jo: Hall being seized of ye sd mess & landes and possed of ye sd goodes & chattells as aforesd yor Orr. in Easter terme in ye xjth yeare of ye Kinges Mates raigne yt nowe is had & recovered in his Mates Courte of Kinges bench by Judgmt of ye sd Court ye summe of 77li 13s iiijd agst ye sd Jo: Hall Whereby ye sd John Hall & ye sd mess landes goodes and chattells were lyable to ye sd Judgemt to be taken in Execucion for ye satisfieing of ye sd Debte & Judgmt of 77li 13s 4d Afterwardes ye sd Jo: Hall yt is to say in Michas terme then following dyed seised & possed of ye sd landes & goodes as aforesd ye sd goodes being in ready money 600 or 700li and with household stuffe plate corne ymplemtes of husbandrie horses & Cattle in ye value of 2000li as aforesd by force whereof ye heyres executors or admynistrs of ye sd Jo Hall ought to satisfie yor Orr sd Judgmt of 771 13s 4d But so it is may it please yor lopp yt since ye death of ye sd Jo: Hall being neare about ij yeares there is neyther probate of any will nor any administr. graunted of ye goodes and chattells of ye sd Jo: Hall decd but Susan Hall late wife of ye sd Jo Hall & Tho Nash of Strateford vpon Aven gent & Elizabeth his wife who is daughter & heyre of ye sd Jo: Hall contynue their habitacion in ye sd mess wherein ye sd Jo Jo Hall liued & decd wherein ye sd goodes chattells plate & moneys were as aforesaid at ye death of ye sd Jo Hall who togeither with Wm Smyth of ye sd Towne of Stratford habberdasher by combinacion & confederacy amongst themselues have soe Ordered & disposed of ye sd goods & chattels of ye sd Decd or otherwise permitted & suffred other person or persons whose names are vnknowne vnto yor Orr. or secret & conceale ye estate of the sd Jo Hall by carrying & disposeing of ye same to vnknowne places soe yt yor Orr cannot tel agt whom to take fourth his Execucion or bring his accion at law and though yor Orr vpon ye Judgmt did take fourth a Scire facias agt ye sd Susan Hall ye relict of ye sd Jo Hall as exec of ye sd Jo to weh ye sd Susan pleaded

^{*} William Carne, six clerk, appointed April 8, 1631, 7 Charles I.

yt she was never executrix or, administred as executr wth being ye yssue yor Orr. at ye triall by ye combinacions aforesd & through theire cuning dealing was forct to bee non suite not being able to make full & precise profe what particuler goodes of ye sd Jo: Halls shee or any other administred vsed or intermedled wth & further may it please yor lopp notwithstanding yor Orr hath endeavored in ye Preorgatiue Court to compell ye sd confederates or some of them to Discover whether ye sd Jo Hall made his last will and testamt or whether hee dyed without will & if in case ye sd Jo Hall dyed intestate then to compell them to take Admunistracion to whome ye same as next of kine of right doeth belong yet ye sd Susan Hall Tho Nash & Eliz his wife nor any of them doe neither exhibit a will nor take admynistr out one while ye sd Susan claymeth ye admynistr & then ye sd Tho Nash enterd a Caveat & some tymes they give out that ye sd Jo Hall made nuncupative will & yt ye sd must be proved by all wch courses & practizes yor Orr is not only delayed but in danger to be defeated of all benefit & fruite of ye sd Judgmt & for ye sd landes tenemtes & mess weh ye sd Jo: Hall was seized of as aforesd they the sd Susan Hall Tho: Nashe Eliz his wife & ye sd Wm Smith by ye combinacion aforesd doe clayme ye same by practize or other conveyance from ye sd Jo Hall made in his life tyme when as in truth if there bee any such conveyance ye same was procured by ye sd confederates since ye sd Judgmt & Antedated on purpose to avoyde yor Orr. Judgmt whereby ye so landes as ye so Confederates give out in speeches is not lyeable or subject to ye so Judgmt & that yor Orr shall neuer recouer any thing agt them ye sd confederates or any of them whenas in truth ye sd Conveyances if any such bee were voluntarily made without any consideracion & purposely contriued to hinder you Orr execution contrarie to all equity & good Conscience although yor Orr hath desired them ye sd Susan Hall Tho Nash & Eliz his wife to satisfy his Judgmt & to discouer ye estate of ye sd Jo Hall & where ye same is & in whose custody & of what value yet ye sd Susan Hall, Tho: Nash & Eliz his wife doe soe endeavoure by all meanes to keepe ye estate of ye sd Jo Hall May it therefore please yor lopp to graunt yor Orr his Mates most gracious writt of subpena to bee directed to ye sd Susan Hall Thomas Nashe & Eliz his wife & Willm Smyth thereby comaunding them &c.

still no probate of the Hall estate. (7) Susanna Hall, Thomas Nash, and Elizabeth Nash his wife were continuing to reside in John Hall's messuage in Stratford. (8) These, together with William Smith, had so ordered and disposed of Hall's goods and chattels as to conceal the estate and prevent the complainant from knowing against whom to bring action. (9) Susanna had pleaded that she was never the executrix. (10)

Brookes holds that, through their cunning, he was nonsuited. (11) Brookes had tried in the Prerogative Court to effect execution of the will of John Hall, but without success. (12) Brookes asked the court to order the confederates or any one of them to reveal whether or not John Hall had made a will. (13) He asked the court to order administration of the will, or of the estate, by Susanna Hall, or Thomas Nash, or the

next of kin. (14) He asked the court to direct a subpoena to Susanna Hall, Thomas Nash, and Elizabeth his wife.

B. The formal Latin writ of the court, dated April 4, 1637, is also in Bundle 49, Number 115, of the Chancery Proceedings before 1714 (c. 7/49/115). It gives the main facts of the case. The document is not reproduced in this volume, but the reader may consult Marcham's transcription (op. cit., p. 62).

C. "The Joynte and severall Answeres of Susan Hall widowe & Thomas Nashe gent" to the bill of complaint of Baldwin Brookes is in Bundle 49, Number 115, of the Chancery Proceedings before 1714 (c. 7/49/115). This answer is of parchment, measuring 213/4 by 171/2 inches, in good condition, in ink a bit faint, creased and slightly abrased in places. At the bottom in their own autographs, the document is signed "SUŠANNA HALL" and "THO: NASHE." Below the signatures this answer is sworn to and signed, on May 5, 1637: "quinto Die Maij Anno Regni Domini nostri Caroli nunc Regis Anglie &c Decimo tercio" "ANTHONYE SMITHE" and "EDMD. RAWLINS." The document is endorsed: "Xo Die Maij 1637 super sacramentum Willielmi. ffetherston RO: RICHE."

The transcript here given as Document 269 is from a full-sized photograph of the original. The transcript is literal, with bracketed spellings and a few words supplied at the abrased places.

The "Joynte and severall Answeres" may be summarized, in its main points thus: (1) Susanna Hall and Thomas Nash gentleman make the answer. (2) John Hall did die possessed of the lands and property in Stratford and London as specified in the bill of complaint. (3) This property was his by right of inheritance to Susanna his wife by the will of her father William Shakespeare,

² This signature is the earliest known of Susanna Hall; the two at the Birthplace Museum are on deeds dated May 27, 1639, and June 2, 1647. See F. C. Wellstood, Catalogue of the Books, Manuscripts, Exhibited in Shakespeare's Birthplace, 1925.

^aEdmund Rawlins and Anthony Smith were witnesses to the livery of seisin of a messuage in Wood Street, Stratford, December 4, 1611, by Elizabeth, widow of Richard Quiney. Judith Shakespeare also was a witness. See F. C. Wellstood, op. cit.

gentleman. (4) Hall possessed also the property in Acton. (5) Since John Hall's death, Susanna had rightfully occupied the premises and received the rentals and profits therefrom. (6) Thomas Nash, by right of his wife Elizabeth Hall, had occupied the Acton property and had received its rentals. (7) Hall died possessed of goods and chattels worth at least £1,000, but just how much they cannot say, for it has not been inventoried. (8) The defendants acknowledge as true that Brookes secured a judgment in the King's Court for £77 13s. and 4d. against John Hall as stated in the bill of complaint. (9) They acknowledge that the goods of John Hall were once liable for the debt. (10) They assert, however, that execution thereon was to be taken during the life of John Hall only and no longer. (11) They do not know that any action can now be taken, for they do not know whether John Hall, during his lifetime, was seized of the properties listed in the bill: the defendants have never seen any deeds, etc. (12) John Hall died in 1635. (13) The defendants hope to nullify the judgment of £77 13s. 4d., which they conceive to have been secured without just cause. (14) Susanna, as executrix, was liable for the debt. (15) John Hall did make a nuncupative will but named no executor, so that the will could not be proved. (16) Susanna, in Hilary Term last past (1637), had secured letters of administration in her own name from the Prerogative Court. (17) She thus possessed herself of all John Hall's goods and chattels, of which she intends to make an inventory by next feast day of St. John the Baptist as limited her by the Prerogative Court. (18) The defendants continue to occupy the John Hall holdings. (19) Susanna Hall pleaded against Brookes's scire facias taken forth against her, and the complainant was nonsuited, but she does not know on what point. (20) Thomas Nash entered a caveat in the Prerogative Court to hinder and prevent Susanna's getting papers of administration of the Hall estate until his and his wife's rights therein had been agreed [DOCUMENT 269]

[ANSWER OF SUSANNA HALL TO THE COMPLAINT OF BALDWIN BROOKES, 1637]

The Joynte and severall Answeres of Susan Hall widowe & Thomas Nashe gent Defendants to the Bill of Complaynte of Baldwyn Brooks Complaynaunte

The said Defendantes saveinge to themselves nowe and at all tymes hereafter all advantages of excepcion to the errors incertayntyes and imperfeccons. of the said Bill of Complaynte saye And each of them for him and herself sayth That they take yt to bee true that John Hall gent[leman] in the Bill of Complaynte named was in his life tyme and at the tyme of his Deceass [c] seised of the Messuages Landes tenementes and hereditamentes in the Bill of Complaynte menc[i]oned in manner and forme followinge That is to saye, That hee was seised of Two Messuages and of certayne Land meadowe & pasture contayninge by estimacion ffoure yard Land wth thappurten [au]nces lyeinge wthin the parishes of Stratford vppon Avon old Stratford Bishopton and welcombe in the Countye of Warwicke and of one Messuage lyeinge and beinge in Blackefriers London in the right of the Defendant Susan as given to her the said Susan by the last Will and testament of Will[ia]m. Shackspeare gent[leman] her late ffather Deceased as in and by the said last Will and testament proved in Due forme of Lawe wherevnto for more precise certayntye theis Defendantes referre themselues relacion beinge therevnto had at large it Doth and maye appeare And as theis Defend[an]tes lykewise take yt hee was seised in ffee simple fee tayle or by Coppie of Court Rolle to him & his heires of one messuage garden & orchard wth Thappurten[au]nces lyeinge and beinge in Acton in the Countye of Middlesex by Discent from his Auncesto[u]¹⁵ And the Defendant Susan sayth that shee by force and vertue of the guifte & bequeste of her said late ffather as aforesaid hath ever since the Deceasse of the said John Hall her late husband Deceased entred into and vppon the Messuages and ffoure yard land wth Thappurte[na]unces lyeinge in Stratford vppon Avon Old Stratford Bishopton & Welcombe And the messuage lyeinge in Blackfriers london And hath taken the Rentes ussyes and profittes thereof as she hopeth vnder the favo[u]r of this most hono[u]rable Courte was & is lawfull for her to Doe And the Defendante Thomas Nash sayth That since [the] Death of the said John Hall hee hath entred into and vppon the said messuage garden and orchard wth Thappurte[na]unces lyeinge and beinge in Acton aforesaid in the right of the Defendant Elizabeth his nowe wife as sole Daughter and heire to the said John Hall and hath taken the Rents yssues and profittes thereof as hee hopeth lykewise vnder the favo[u]r of this most hono[u]rable Courte was & is lawfull for him to Doe And theis Defendantes saye That they

^{*} Richard Colchester, six clerk, appointed 8 Charles I, 5 June 1632.

take yt to bee true that the said John Hall was in his liese tyme and at his Decease by lawfull Conveyance seised in ffee Simple of one little parcell or plott of ground in Stratford vppon Avon aforesaid of the yearely value of Tenn shillinges and not above And Denie that the said John Hall was in his lief tyme seised of anie other Messuages lands tensements, or hereditamentes other than such and the same as they theis Defendantes have herein before in that behalf fully sett forth and expressed And the Def[endan]tes Susan Hall & Thomas Nash say that the said John Hall was in his lief tyme and at the tyme of his Death lawfullic possessed of and interessed in Divers goodes & Chattles amountinge in the whole to the value of one thousand powndes at the least, but the certeyne & perticuler value thereof theis Def [endan]tes. saye they are not able to sett downe and expresse for that the same are not as yet appraysed or Inventoried And saye that they lykewise take yt to bee true that the Compl[ainan]t. in Easter Terme in the Eleaventh years of the Kinges Ma[jes]ties. Raigne that nowe is recouered in his masses lies. Courte of Kinges bench a Judgment of scaventye & scaven powndes thirtcene shillinges & foure pence againste the said John Hall in such sorte as in the said bill of Complaynt is in that behalf sett forth & expressed And saye that they Conceave that the said Messuages Lands Tenementes & hereditaments lyeinge and beinge in London and Stratford aforesaid were lyable to the said Judgment & execucion therevppon to be taken for and Duringe the naturall life of him the said John Hall onely and noe longer, And saye that yt is vnknown vnto them theis Desendantes whether the said messuage garden & orchard lycinge and beinge in Acton aforesaid was in the liese tyme of the said John Hall or nowe is lyable to anie execucion to bee taken vppon the said Judgemente, for that they saye they Doe not Knowe whether the said John Hall was seised in ffee simple ffee Tayle or by Coppie of Courte Rolle or in what manner he was seised for that theis Def [endan]tes. nor cyther of them have as yet seene anie Deedes mencioning expressinge or settinge forth of what estate the said Mr Hall was soe seised in his liefe tyme or died seised, And saye that they conceave that the said parcell or plott of grownd before herein mencioned to bee in Stratford vppon Avon aforesaid is lyable to the said Judgmente and execucion therevppon to bee taken And theis Def [endan] tes. saye that the said John Hall Died seised of the landes and possessed of the said goodes as aforesaid on or nere aboute the ffeaste Daye of Ste Andrewe Thappostle in the yeare if [of] our lord god one thousand six hundred thirty and ffyve. And saye that yf the said Judgmente bee not hereaster reversed vacated or otherwise made voyd, weh theis Defendantes saye they hope to nullifie and make voyd conccaveinge the same to bee obtayned wthout anie iuste Cause that then the said Susan as Administratrix to the said John Hall is lyable to satisfie the said seaventy and seaven powndes thirteene shillinges and foure pence soe recovered as aforesaid And theis Defendantes Susan Hall and Thomas Nash saye that the said John Hall did make a nun-

upon. (21) The defendants deny any combination or cunning dealings as charged in the bill of complaint. (22) They charge that Brookes had "meane" undersheriffs break into the defendant's house in Stratford and there break open the doors and study of the said house and rashly seize books, desks, moneys, bonds, bills, and other goods of great value belonging to John Hall and Thomas Nash. (23) They hold Brookes had already received full satisfaction on the judgment by virtue of the goods they had seized—and more, for aught they know, since these items had never been appraised by any administrator of the estate. (24) No judgment, as requested in the bills of complaint, can be adjusted until the goods and chattels of John Hall are probated -and not all of these are available. (25) The defendants deny they have so disposed of the goods and chattels of John Hall as to hinder the complainant levying his execution on the goods and chattels of John Hall as his bill of complaint would require. (26) The defendants are ready to prove their assertions. (27) They request the court to dismiss the complaint.

This document is illuminating on four counts: (1) William Shakespeare's estate, as it appeared in the hands of Susanna Hall after the death of her husband John Hall, still consisted of New Place, the Combe farm, and the Blackfriars property. (2) The answer says John Hall had at least £1,000 in goods and chattels. (3) On the instigation of Baldwin Brookes to recover a debt of £77 13s. 4d. from John Hall, undersheriffs of low quality had broken in the doors and study of New Place and had carried off "bookes boxes Deskes moneyes bonds bills and other goods of greate value as well." And Susanna Hall declares that she did not know for certain whether or not her husband John Hall actually possessed the properties listed in the bill, because the "Defendantes. nor eyther of them have as yet seene anie Deedes mencioning" the said properties. (4) There was a "study" at New Place-obviously the study of John Hall, physician.

cupative will but nominated noe executo [u] thereof by reason whereof the said Will could not bee proved but saye that the said Defendante Susan in Hillarie Terme laste past did sue forth and take letters of Administracion in her owne name out of the Prerogatyve Courte of the Lord Archbishopp of Canterburie wth the said will annexed and by force and vertue of the said Administracion hath possessed herself of or interessed herself in all and singuler the goodes Cattells & Chattells of the said John Hall her late husband Deceased and that accordinge to the teno[u]r of her oath, she intendeth to prepare and exhibite a true and perfecte Inventorie of all and singuler the goods Cattells rights and Creditts of the said John Halls Deceased w^{ch} shall come to her hands or knowledge at or before the ffeaste daie of St John Baptist next ensuinge beinge the tyme given limitted and appoynted to her by the prerogatyve Courte of Canterburie for the exhibitinge of the same And saie that they doo Contynue their habitacion in the messuage in Stratford aforesaid wherein the said John Hall lyved and Died And saie that the Compl[ainan]t. Did take forth a scire facias against the said Def[endan]te Susan Hall as executrix of the said John Hall as theis Def[endan]tes saye they are informed and that she the said Susan pleaded againste the said scire facias in such sorte as in the said Bill of Complaynte is in that behalf sett forth And that the Compl[ainan]te at the triall vppon the said scire facias was non suite but vppon what poynte for what Defecte in proceedinges or for wante of proofe theis Defendantes saye they knowe not, And this Defendant Thomas Nashe saith That hee entermarryinge wth Elizabeth his nowe wife the Daughter & heire of the said John Hall as aforesaid Did enter a Caveat in the Prerogatyve Courte of Canterburie to hinder and pr[e]vente the Defendante Susan for takeinge forth of anie Adminestracion of the goods of the said John Hall Deceased vntill some Composicion or agreemente made wth him aboute and Concerninge the personall estate of the said John Hall parte whereof Did belonge vnto him this Defendante as hee was advised in righte of his wife beinge Daughter and heire to the said John Hall as aforesaid And theis Defendantes Denie that they clayme the said Mes-

† See probate note to will (Prerogative Court of Canterbury, 115 Pile), reproduced above as Document 260.

suages lands ten [enemen]ts, or hereditamentes or anie or eyther of them by anie other ways meanes Conveyance or tytle whatsoever other then theis Def[endan]tes. haue herein before in that behalf sett forth and expressed And theis Defendantes vtterlie Denye all and everie the Combinacions and Conninge Dealinge whereof they or eyther of them stand Charged wth in and by the said bill of Complaynte And saie that the said Compl[ainan]t. since the death of the said John Hall by force of some execucion as hee pr[e]tended taken forth againste the said Susan eyther as Executrix or administratrix of the said John Hall procured the said vndershiriffe and sone of his Bayliffes wch Bayliffes as theis Defendantes Conceave were men of meane estate or worth violently and forceablie to breake open the house in Stratford aforesaid where theis Defendants dwell & inhabite And that the said Bayliffes Did then and there breake open the Doores and studdy of the said howse and Rashlye seise vppon and take Divers bookes boxes Deskes moneyes bonds bills and other goods of greate value as well were of the said John Halls as of the proper goods of this Defendant Thomas Nashe the perticulars or value whereof theis Defendantes saie they are not able to expresse for that they had not then taken a full viewe survey or note of the personall estate of the said John Hall deceased And say that the Compl[ainan]t. hath receaved full satisfaccion vppon the said Judgmente by the said goodes with an overplus for ought theis Defendants knowe to the Contrarie without that that there is neither probate of anie will nor administravion graunted of the said goods & Chattells of the said John Hall Deceased or that they theis Defendantes have soe ordered and Disposed of the goods and Chattells of the said John Hall to hinder the Compl[ainan]t of levyeinge his execucion vppon the same as in and by the said bill of Complaynte is in that behalf prelented And without that that anie other matter or thinge whatsoeber in the said bill of Complaynte Contayned materiall or effectuall in the lawe for theis Defendantes or eyther of them to make answere vnto and not herein and hereby sufficiently answered vnto confessed and avoyded traversed or denied true. All wch matters and thinges they theis Defendantes are reddy to averre iustifie and prove as this most honorable Courte shall award and humblie praye to bee dismissed hence wth

their reasonable Costes and Charges in this behalf moste wrongfullie sustayned

SUSANNA HALL

THO: NASHE

Capt[um] & Jurat[um] quinto Die Maij Anno Regni D[omi]ni n[ost]ri Caroli nunc Regis Anglie &c Decimo tercio ["virtute commissio" is cancelled]* Coram Antonio Smith & Ed[mund]o. Rawlins gen[crosis] virtute Commissionis huic Schedul. annex[ate] eis et alijs Direct

ANTHONYE SMITHE EDMD. RAWLINS

[Endorsed]:

Xº Die Maij 1637 super sacr[ament]um Will[ielm]i. ffetherston

RO: RICHE

Marcham gives this interpolation in parentheses.

D. On May 12, 1637, a week after Baldwin Brookes's bill of complaint, Susanna Hall had filed her answer to she filed her own bill of complaint

against Brookes and by so doing restrained further prosecution of his suit. This document, in Bundle 180, Number 173 of the Chancery Proceedings before 1714 (c. 7/180/173), is not reproduced here, but the reader may consult Marcham's transcript (op. cit., pp. 72-76). Mrs. Hall's bill held that the sheriff or those acting for him had levied excessive execution in the instance of the debt of £77 13s. 4d. and asked legally for an accounting of what they had seized. No documents are at present known which shed any light on the outcome of the case.

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CXII

THE BURIAL OF THOMAS NASH, 1647

HOMAS NASH, husband of Elizabeth Hall, the grand-daughter of William Shake-speare, on August 26, 1642, executed his last will and testament. Nearly five years later, on April 4,

Parish Church itself and inside the chancel rail with the Shakespeare family.

By 1800 the graves in the chancel of the Stratford Parish Church were in a ruinous condition. Malone, in 1790, said

[DOCUMENT 270]

[STRATFORD PARISH REGISTER ENTRY OF THE BURIAL OF THOMAS NASH, 1647]

[1647]

April 5 Thomas Nash gent

1647, he executed a nuncupative codicil to his will. The same day, April 4, 1647, Thomas Nash died. The burial entry in the Register of the Stratford Parish Church, produced here as Document 270, is evidence that he was interred the very next day—within the

that, of Nash's elegy, some six words were entirely obliterated. Hunter, in 1824, wrote of the inscription as being then "nearly perished." In 1836 extensive alterations and attempted renewals were made of some of the gravestones. From Dugdale's Antiquities of War-

wickshire (1656, p. 518), and from Robert B. Wheler's History and Antiquities of Stratford-upon-Avon (1806, p. 77), an earlier version of the inscription on his grave has been retrieved and is here given as Document 271.

An English translation of the Latin inscription reads:

All men await the Fates. An ill-omened day has carried away him who was not devoid of virtue nor yet of riches. It has carried him away but the final light [Judgment Day (?)] will restore him. Stop, traveler; if you acquire things destined to perish, you are undone through the things badly acquired.

Within the chancel rail of the Stratford Parish Church, and to the right of William Shakespeare, the body of Thomas Nash, Esq., was interred.

The factual biographical details here are in point: (1) "Esq" appended to the name of "Thomas Nashe" is evidence

that he had received this recognition from the College of Arms for distinguished service of his own rather than for service merely on the part of his forbears. (2) He had married Elizabeth Hall (see chapter cviii, above). (3) Elizabeth, his wife, was the "Davgter & Heire of Iohn Halle, Gentleman": the Shakespeares, the Halls, the Nashes, all belonged to the gentry. (4) He had died on "Aprill 4. Anno. 1647" and was "aged 53," virtually the same age as William Shakespeare when he died in 1616. If Thomas Nash was fifty-three in 1647, then his birth occurred in 1593, in confirmation of which the baptismal entry in the Stratford Parish Church Register reads: "1593 Junij 20 Thomas filius Anthonij Nash generosi."

Thomas Nash's will shows that he was a well-to-do and landed gentleman, and that he was kindly disposed toward his wife Elizabeth, to his own family, and to the Hathaway family. He provided for his "well beloved wife, Elizabeth Nash, and her assigns, for her life (in lieu of jointure and thirds), one messuage or tenement, with the appurtenances, situate in the Chapel Street in Stratford, then in the tenure and occupation of Joan Norman, widow; one meadow, known by the name of the Square Meadow with the appurtenances, in the parish of old Stratford, lying near unto the great stone bridge of Stratford; one other meadow with the appurtenances, known by the name of the Wash Meadow; one little meadow, with the appurtenances, adjoining to the said Wash Meadow; and also all the tythes of the manor or lordship of Shottery." The original will bequeathed the meadows devised to Elizabeth to Edward Nash after her death, but the codicil of April 4, 1647, devised them to her, her heirs and assigns forever.

The messuage in Chapel Street which Thomas Nash left to his wife could not have been New Place, in which they were living at the time of his death, because he bequeathed New Place to his cousin Edward. It must have been Nash Place, immediately north of New Place. The house is still standing today and is still known as Nash Place. Among Robert B. Wheler's manuscript notes in the British Museum are two entries relative to Elizabeth Hall and her tithes: (1) "15 the Dec., 1648. Tithes. Mrs. Elizabeth Nash for Shottery Corne Tithes, being of the yearly value of one hundred pounds L5"; (2) "28 June, 1650. Mrs. Elizabeth Bernard for Shotterie Corn tythes of the yearly value of one hundred and twenty pounds, L6."

Thomas Nash's will also indicates that

tenure and use and occupation of Dickes." This bequest hence included not only New Place but also the "four-yard" land which William Shakespeare had purchased from the Combes in 1602 and the Blackfriars house which he had purchased in 1613. In the codicil Thomas provided that "the inheritance of his land given to his cousin Edward Nash should be by him settled, after his decease, upon his [Edward's] son Thomas and his heirs, and for want of such heirs, then to remain and descend to his own [the testators] right heirs."

[DOCUMENT 271]

[INSCRIPTION ONCE ENGRAVED ON THE TOMB OF THOMAS NASH]

HEERE RESTETH Y^{ξ} BODY OF THOMAS NASHE, ESQ. HE MAR. ELIZABETH, THE DAVG: & HEIRE OF IOHN HALLE, GENT. HE DIED APRILL 4. A. 1647, AGED 53.

Fata manent omnes, hunc non virtute carentem vt neque diuitiis, abstulit atra dies;
Abstulit, at referet lux ultima; siste viator, si peritura paras, per male parta peris

he considered himself to be in legal possession of the Shakespeare entailed estate. To his cousin Edward Nash, son of his uncle George Nash of London, he bequeathed "the messuage or tenement then in his [Thomas'] own occupation, called New Place, situate in the Chapel Street, in Stratford, together with all and singular houses, outhouses, barns, stables, orchards, gardens, casements, profits, or commodities, to the same belonging; and also four-yard land of arable land, meadow, and pasture, with the appurtenances, lying and being in the common fields of old Stratford, with all the casements, profits, commons, commodities and hereditaments, of the same four-yard lands belonging, then in the tenure, use, and occupation of him the said Thomas Nash; and one other messuage or tenement, with the appurtenances, situate in the parish of in London, and called or known by the name of the Wardrobe, and then in the

As a result of the terms of this will, Elizabeth Nash and her mother Susanna Hall entered a fine and recovery and recovered the legal possession of the property. For details concerning this incident, see chapter xli, Volume I; and for details concerning the final disposal of the property, see chapter cxv.

Nash's codicil, dated April 4, 1647, devised to his mother Mrs. Hall [Susanna Shakespeare-Hall] fifty pounds; to Elizabeth Hathaway fifty pounds; to Thomas Hathaway fifty pounds; to Judith Hathaway ten pounds; to his uncle Nash and his aunt, his cousin Sadler and his wife, his cousin Richard Quiney and his wife, his cousin Thomas Quiney and his wife, twenty shillings each, to buy them rings. These sums suggest that Thomas Nash was a man of more than common means. Various additional generous bequests are made; and he appointed his wife, Elizabeth Nash, executrix.

¹Citations from Nash's will are taken from Malone's abstract as printed by Halliwell-Phillipps in his Life of William Shakespeare, pp. 312-13.

Shakespeare's granddaughter Elizabeth was thus, when only 39 years old, widowed by the death of Thomas Nash in 1647. Two years later, on June 5, 1649, she married John Barnard, who was knighted in 1661. Hence she became known as Lady Barnard; see chapter cxv, below. She left no descendants from either marriage.

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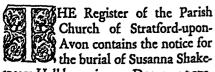
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CXIII

THE BURIAL OF SUSANNA SHAKESPEARE-HALL, 1649



speare-Hall here given as Document 272. She had died on July 11, 1649, and was buried beside her husband, John Hall, in the church where the immediate family of William Shakespeare was buried.

that she was held in high regard, is here given in Document 273. Mrs. Stopes (Shakespeare's Family, p. 104) suggests it is not too much to suppose that Elizabeth herself composed the tribute to her mother.

The last few years of Susanna Hall's life must have been troubled. She had lost her husband in 1635, and in 1637

[DOCUMENT 272]

[STRATFORD PARISH REGISTER ENTRY OF THE BURIAL OF SUSANNA HALL, 1649]

[1649] July 16 Mrs Susanna Hall, widow.

In 1707 her bones were disinterred and thrown into the charnel house to make place for one Watts (of Rhyon Clifford), who then owned Stratford Tithes, and the inscription on her gravestone was erased. It was recut in 1844 from Dugdale's Antiquities of Warwickshire (1656), which had printed the inscription. On the gravestone, the Hall arms impale the Shakespeare arms in a lozenge. The epitaph, which suggests

she had been sued by Baldwin Brookes for failing to administer the estate (see chapter cxi, above). Immediately following her husband's death, her daughter with her husband Thomas Nash had moved to New Place to be with her. The turmoil of the civil war waging between Charles I and Parliament must have touched her, for in 1642 Thomas Nash was the largest contributor in Stratford-upon-Avon to the cause of the

king, and a year later Henrietta Maria had stopped at New Place while she was in Warwickshire with large military forces. In 1647 her son-in-law, Thomas Nash, died, and as a result of his will bequeathing New Place, the Combe arable lands, and the Blackfriars house in London (all of which William Shakespeare had entailed to his blood heirs) to his cousin Edward Nash, Susanna and Elizabeth were compelled to take steps to prevent the property from passing out of the possession of the Shakespeare family. In 1647 they entered court for this purpose. Edward Nash filed a bill in February 1648 in an attempt to require them to carry out the provisions of his cousin's will. Elizabeth answered in April 1648, and the matter seems to have been settled that summer (see chapter xli, Volume I).

Two years after the death of Thomas Nash, Elizabeth married John Barnard. In all probability the Barnards did not live in Stratford, because the marriage was performed elsewhere. In little more than a month Susanna died. It may be that Elizabeth's marriage hastened her mother's death; or, on the other hand,

the state of Susanna's health may have hastened the proposed ceremony.

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[DOCUMENT 273]

[INSCRIPTION ON THE TOMB OF SUSANNA HALL, STRATFORD PARISH CHURCH]

HEERE LYETH Y. BODY OF SVSANNA wife to Iohn Hall, gent: $\overset{\text{E}}{\text{y}}$. Davgh TER OF WILLIAM SHAKESPEARE, GENT: SHEE DECEASED Y. 11th OF IVLY. Ao. 1649, AGED 66.

Witty above her sexe, but that's not all, Wise to salvation was good Mistris Hall, Something of Shakespeare was in that, but this Wholy of him with whom she's now in blisse. Then, Passenger, hast nere a teare, To weepe with her that wept with all; That wept, yet set her self to chere Them up with comforts cordiall. Her love shall live, her mercy spread, When thou has't ner'e a teare to shed.

CXIV

THE BURIAL OF JUDITH SHAKESPEARE-OUINEY, 1662

HE Stratford Parish Church Register, for February 9, 1662, records among its entries for burials that of Judith Shakespeare-Quiney. The entry is

here given as Document 274.

Judith was the twin of Hamnet, Shakespeare's only son, who had died at the age of eleven. The private family life of Judith Shakespeare, younger daughter of William Shakespeare, does not appear to have been replete with happiness. Because she had married without a license during a period of prohibition, she and her husband were fined and finally excommunicated (see Document 246, chapter xeviii, above). After 1633 her husband had serious difrelations with the Corporation. At some time before 1655 he appears to have de- Quiney Gent," because for a long pe-

ficulties in his business and also in his It is interesting to note that the burial entry lists her as the wife of "Thomas

[DOCUMENT 274]

[STRATFORD PARISH REGISTER ENTRY OF THE BURIAL OF JUDITH QUINEY, 1662]

[1662]

February 9 Judith vxor Thomas Quincy gent

serted her. Where he went, what he did, and when he died are details which no extant document yet discovered relates.

Judith died in February 1662, a few days after her seventy-seventh birthday. riod the term had not been appended to his name. No will of hers is known. It is not known where Judith is buried. Tradition relates that she was interred in the churchyard of the Stratford Parish Church, not inside the church as the rest of the Shakespeare family were, but the location of her grave is not known.

Since her three sons (Shakespeare, Richard, Thomas) had each died before or soon after reaching legal majority—obviously unmarried and, hence, leaving no offspring—the blood descent of William Shakespeare was extinct after the death of Judith on February 9, 1662, except for Elizabeth Barnard. Elizabeth, the daughter of Susanna Shakespeare and John Hall, was at the time of

Judith's death the wife of Sir John Barnard. She had had no children by her first husband, Thomas Nash, whom she had married in 1626 and who had died in 1647. She was destined to die in 1670, likewise leaving no descendants by her second marriage. With the death of Shakespeare's only son Hamnet in 1596, with the childless marriages of his granddaughter Elizabeth, and with the premature deaths of his three grandsons, children of his younger daughter Judith Shakespeare-Quiney, William

Shakespeare's ambition to establish the Shakespeare family in the male line of landed gentry was defeated.

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\mathbf{CXV}

THE WILL AND BURIAL OF LADY ELIZABETH HALL-NASH-BARNARD, 1670

N January 29, 1670, Lady Elizabeth Hall-Nash-Barnard executed her last will and testament and made legal disposition of the Shakespeare entailed family inheritance. She died on February 12. Elizabeth Hall, born "dawghter to John Hall gentleman" and Susanna Shakespeare-Hall on February 21, 1608, had married "Mr Thomas Nash" on April 22, 1626. Thomas Nash, a well-to-do and socially prominent barrister, had died on April 4, 1647. As there had been no children born to them, there was no legal blood descendant to whom the estate entailed in William Shakespeare's will of 1616 could pass by inheritance. On June 5, 1649, after two years of widowhood, Elizabeth Hall-Nash married John Barnard, a well-to-do widower. Since Elizabeth was only thirty-nine when she was widowed, it may be that the desire for an heir prompted her to marry John Barnard.

John Barnard, of the Abington Manor Barnards, was born in 1604; hence he was four years older than Elizabeth Hall-Nash. The Abington Manor had been in the possession of the Barnards

for more than two centuries. The Manor House itself fronted upon the road leading from Northampton to Cambridge, a rather monotonously dreary situation, then, in the midst of great tracts of common-field on either side. John Barnard was a widower when he married Elizabeth Hall-Nash, his first wife, a daughter of Sir Clement Edmonds of Preston near Abington, having died in 1642, leaving him with a still young family of four sons and four daughters. What the motive was, except as suggested above, that prompted Elizabeth Hall-Nash's marriage to John Barnard is not, at present, known: only it was certainly not the attractiveness of Abington, of which the Rev. John Ward said: "Northamptonshire wants three fs; that is, fish, fowl and fuel." On November 25, 1661, John Barnard was created a Baronet by Charles II, though commonly he is called "Knight." Most of Sir John's children by his first wife died during his lifetime without issue. By him Elizabeth had no children. He died at Abington and was buried probably be-

¹ Diary of the Revel][ohn] W[ard], Vicar of Stratford-upon-Avon, edited 1839 by Charles Severn,

side Lady Barnard, on March 5, 1674. His tomb, in the chancel of the church there, bears the following pompous Latin inscription:

Hic jacent exuviæ generosissimi viri Johannis Bernard, militis; patre, avo, abavo, tritavo, aliisque progenitoribus per ducentos et amplius annos hujus oppidi de Abingdon dominis, insignis: qui fato cessit undeseptuagesimo aetatis suae anno, quinto nonas Martii, annoque a partu B. Virginis M, DC, LXXIII.

It was because of the absence of legal issue to Elizabeth, William Shakespeare's only granddaughter, and because of the entail provisions of his will that specific mention was made of certain earlier documents by Lady Barnard in her own last will and testament.

Robert Bell Wheler's History and Antiquities of Stratford-upon-Avon (1806), p. 134. A free English translation of the Latin is: "Here rest the remains of a man of most noble race, illustrious through his father, grandfather, great-grandfather, great-grandfather, and other ancestors, having been lords of this town of Abington during more than two hundred years. He yielded to Fate in the sixty-ninth year of the Nativity 1673."

The documents referred to are given in full, and are critically discussed, in connection with the historical discussion of New Place (Documents 113-117), in chapter xli, Volume I.

As early as May 27, 1639, some three and one-half years after John Hall had died suddenly on November 25, 1635, Susanna Hall, with her daughter Elizabeth Nash and Thomas Nash, her husband, by indenture confirmed New Place and other real estate holdings of the Shakespeare inheritance to Susanna herself during her life, and after that to Elizabeth Nash and Thomas Nash during their natural lives. In 1642, on August 26, Thomas Nash executed his will, in which he devised his supposed rights in his wife's inheritance of the Shakespeare entail estate (New Place, Combe land and the Blackfriars house) to his cousin, Edward Nash. Thomas died in 1647. Very soon thereafter, on June 2, 1647, Elizabeth Nash and her mother, Susanna Hall, both widows, by a properly executed fine and recovery, legally recovered and re-established their entail rights to the Shakespeare estate as made effective by the previous indenture of May 27, 1639. On February 12, 1648, Edward Nash, cousin of Thomas Nash, with a view to sustaining his supposed right to the Shakespeare estate as bequeathed by Thomas Nash's will of August 26, 1642, entered a bill of complaint against Elizabeth Nash in the Court of Chancery. Elizabeth Hall-Nash made legal answer; but Edward Nash filed no replication. In November 1649 the court ordered the publication of the evidence, indicating that after that date pleadings were closed. It appears that Edward Nash's bill did not prevail. There seems to have been some sort of compromise and private understanding about the matter; at least there is no document extant which could be the basis for Lady Barnard's "promise formerly made to him," which she refers to in her will.

On October 20, 1652, John Barnard and Elizabeth Hall-Barnard, by indenture, legally provided that the New Place

and Combes property should pass to the use and behoof of the said John and his wife during their natural lives, and then to the longer liver of the two, and to the heirs of Elizabeth "lawfully begotten or to be begotten." In default of such issue, the estate was to pass to such a person as Elizabeth, by a written document, might later indicate. That writing might be her own will, as the document says, or some other writing. Moreover, on April 18, 1653, Elizabeth Barnard executed a deed poll whereby New Place and the Combe purchase were placed in trust in the custody of Henry Smith of Stratford-upon-Avon and Job Dighton of London, who, after the death of John Barnard and herself, provided there were no legal issue, were to sell the properties and apply the proceeds as "I, the said Elizabeth, shall by any wrighting, or noate under my hand, truly testified, declare and nominate." On January 29, 1670, Lady Barnard executed her will, which was proved the following March, and into which, by specific mention and by legal phrasing, she inculcated the special provisions of this deed poll executed by her on April 18, 1653 (see Document 117, Volume I, p. 248).

It should be kept in mind that every one of the preceding executed documents (1639, 1647, 1652, 1653) was legally necessary if the Shakespeare entail estate were to be kept within the Shakespeare family. In and of themselves they are not evidence of family differences among the Halls, Nashes, and Barnards. The entail provisions of Shakespeare's will, in the light of the fact that no child had been born to Elizabeth, rather required just such subsequent legal action.

The location of the original of this will is not known. A Probate Court copy, however, is in the Birthplace Museum and is listed as No. 71 in Wellstood's Catalogue. Its condition is poor; parts are all but illegible, and damp has defaced much of it. It is folded into a flat package of 4 by 6 inches. It is writ-

ten, as was the custom, all in one paragraph and is rather free from modern punctuation. It is signed by "Elizabeth Barnard" and was witnessed by "John Howes, rector de Abington" and "Francis Wickes." The transcript here given as Document 275 has been collated with that of J. O. Halliwell-Phillipps (Outlines, II, 62-3). The abbreviated words have here been spelled out in full, and modern punctuation has been inserted.

A topical analysis of Lady Barnard's will indicates that, in view of its special legal objective of devising the Shakespeare family entailed estate, it was well conceived and excellently phrased: (1) Dame Elizabeth Barnard, wife of Sir John Barnard of Abington, Northamptonshire, knight, made the will. (2) She was "in perfect memory" and "mindfull of mortallity," both conventional phrases. (3) She reiterated the provisions of the poll deed of April 18, 1653: Elizabeth had limited and disposed of New Place and the Combe's property (41/2 yard lands), effective after the decease of John Barnard and herself, in trust to Henry Smith of Stratford and Job Dighton of Middle Temple, London, "sithence deceased" (1659), and "their heires"; "they and the survivor of them, and the heirs of such survivor" should bargain and sell the property "for the best value they can gett"; the money thus raised was to be disposed of to such person and persons, and in such manner, as Lady Barnard, by any writing or note, may nominate. (4) Lady Barnard devised that Henry Smith, the surviving trustee, with all convenient speed, after the decease of John Barnard, was to sell the (Shakespeare) inheritance. (5) Edward Nash, cousin to Lady Barnard, was to have the first "offer or refusall" to buy New Place and the Combe land, according "to my promise formerly made to him." (6) This money, so

⁶This included only the entailed estate, which apparently consisted of the houses in Henley Street, New Place, the Blackfriars house in London, and the so-called Combe lands. The Stratford Tithes, being a lease, and the Getley cottage, being a copyhold, were not included in the entailed estate. The Tithes had been sold to the Corporation by John Hall in 1625 for £400. The last record of the Getley cottage is a fine of admittance to Susanna and John Hall in 1617 (see Document 170, chapter Ixiv, p. 352).

⁸ Her mother Susanna Hall, had died July 11, 1649, a little more than a month after the marriage of the Barnards.

⁶Excellent autograph signatures of Lady Barnard are reproduced in facsimile in F. C. Wellstood's Catalogue of Books, Manuscripts, . . . Exhibited in the Birthplace Museum (1925): (a) p. 57, No. 69, is "Eliza Nash" on the June 2, 1647, indenture; (b) p. 58, No. 70, is "Eliza Barnard" on the April 18, 1653, deed poll cited in her will of January 29, 1670. Likewise, on p. 57, No. 69, is an excellent facsimile of Susanna Hall's autograph signature to the indenture of June 2, 1647.

[DOCUMENT 275]

[PROBATE COPY OF THE WILL OF LADY ELIZABETH BARNARD, 1670]

In the name of God, Amen, I, Dame Elizabeth Barnard, wife of Sir John Barnard of Abington in the county of Northampton, knight, being in perfect memory, blessed be God, and mindfull of mortallity, doe make this my last will and testament in manner and forme following. Whereas by my certaine deed or writeing under my hand and scale dated on or about the eighteenth day of Aprill, 1653, according to a power therein mencioned, I, the said Elizabeth, have lymitted and disposed of all that my messuage with th'appurtenances in Stratford-upon-Avon, in the county of Warwicke, called the New Place, and all that foure yard land and a halfe in Stratford, Welcombe and Bishopton in the county of Warwick, after the decease of the said Sir John Bernard and me, the said Elizabeth, unto Henry Smith of Stratford aforesaid, gent., and Job Dighton of the Middle Temple, London, esquire, sithence deceased, and their heires, upon trust that they and the survivor of them, and the heirs of such survivor, should bargaine and sell the same for the best value they can gett, and the money thereby to be raised to bee imployed and disposed of to such person and persons, and in such manner, as I, the said Elizabeth, should by any writing or note under my hand, truly testified, declare and nominate, as thereby may more fully appeare. Now my will is, and I doe hereby signific and declare my mynd and meaning to bee that the said Henry Smith, my surviving trustee, or his heires, shall with all convenient speed after the decease of the said Sir John Bernard, my husband, make sale of the inheritance of all and singuler the premisses, and that my loving cousin, Edward Nash, esq., shall have the first offer or refusall thereof according to my promise formerly made to him; and the moneys to be raised by such sale I doe give, dispose of and appoint, the same to be paid and distributed as is hereinaster expressed, that is to say, to my cousin Thomas Welles of Carleton, in the county of Bedford, gent., the somme of fifty pounds to be paid him within one yeare next after such sale; and if the said Thomas Welles shall happen to dye before such time as his said legacy shall become due to him, then my desire is that my kinsman, Edward Bagley, cittizen of London, shall have the sole benefitt thereof. Item, I doe give and appoint unto Judith Hathaway, one of the daughters of my kinsman, Thomas Hathaway, late of Stratford aforesaid, the annuall somme of five pounds of lawfull money of England, to be paid unto her yearely and every yeare from and after the decease of the survivor of the said Sir John Bernard and me, the said Elizabeth, for and during the naturall life of her, the said Judith, att the two most usuall feasts or dayes of payment in the yeare, videlicet, the feast of the Annunciacion of the Blessed Virgin Mary and St. Michaell the Archangell, by equall porcions, the first payment

raised, Lady Barnard bequeathed as follows: £50 to Thomas Welles' of Carleton, cousin of Lady Barnard, to be paid within one year after the sale; if Thomas Welles died before the time such legacy fell due him, the £50 was to go to Elizabeth's kinsman, Edward Bagley of London; an annual sum of £5 to Judith Hathaway, a daughter of Lady Barnard's kinsman, Thomas Hathaway of Stratford, whose relation to Anne Hathaway and her family has not been determined, to be paid in two equal portions in the year (at the feast of the Annunciation and the feast of St. Michael) during her natural life, but if Judith Hathaway married, and if she released the £5 a year and surrendered her rights in the bequest, she was to have £40 in lieu thereof; £50 to Joan, another daughter of Thomas Hathaway and now wife of Edward Kent, if Joan died before the £50 was paid to her, the £50 was to pass in turn to Joan's son, Edward Kent, when he was twentyone; £30 to the younger Edward Kent for his apprenticeship; £40 each to Rose, Elizabeth, and Susanna, three other daughters of Thomas Hathaway, Lady Barnard's kinsman. The remainder of the money raised by the sale was to go to Edward Bagley, Elizabeth's kinsman, except for £5 bequeathed to Henry Smith "for his paines" as trustee in trust. (7) If Edward Nash, her cousin, refused to purchase New Place, and the Combe land, then Henry Smith was to sell the "inheritance of the said premisses" to Edward Bagley, who was to purchase the same, on condition that he pay, after the manner stated in the will, the several sums of money bequeathed in Lady Barnard's will. (8) The executors and administrators of Lady Barnard's husband, Sir John Barnard, were to have the use and benefit of New Place during a period of six months after his death. (9) The Birthplace, now called the "Maydenhead," was bequeathed to Lady Barnard's kins-

⁷Chambers (William Shakespeare, II, 7) suggests that Welles and Bagley may have been cousins on the Hall side. Elizabeth, a daughter of William Hall, who may have been John Hall's father, had married a Michael Welles.

man, Thomas Hart, the son of Thomas Hart late of Stratford, and also "the next house thereunto adjoyning, with the barne belonging to the same now or late in the occupacion of Michaell Johnson." (10) In default of issue to Thomas Hart, this property was devised to George Hart, brother of Thomas Hart, and to the heirs of his (George's) body. (11) In default of issue to George Hart, it was to pass to the "right heirs" of Elizabeth Barnard forever. (12) Edward Bagley, Lady Barnard's kinsman, was appointed executor of the will, all former wills being revoked. (13) The will was witnessed, signed, sealed.

From this analysis, certain observations may be made concerning Lady Barnard's will: (a) It devised the remainder of the Shakespeare family entailed inheritance (New Place, the Combe 107 acres, the Birthplace) of her grandfather, William Shakespeare; nothing at all of the John Barnard estate was included. (b) Each of Lady Barnard's bequests was to some kinsman. (c) Since William Shakespeare paid £320 (about \$12,800) for the Combe 107 acres in 1602, obviously Elizabeth's fairly large bequests in toto did not exceed the sale price of the inheritance. (d) The Birthplace was definitely devised to the Harts, who were also kinsmen of Lady Barnard's; they appear to have occupied the property at the time. And the Harts occupied it until 1806. The subsequent history of the Birthplace is presented in the critical discussion of the Henley Street properties (chapter x, Volume I). New Place was to be enjoyed and used by the executors of John Barnard's estate for six months after his death. The subsequent history of New Place, the dramatist's home purchased in 1597, is critically discussed in chapter xli, Volume I.

Lady Barnard's will makes no mention of personal effects, including books and manuscripts. These probably remained with Sir John at Abington, after her death. Edmund Malone (*Variorum*, 1821, II, 623, note) gives information which he derived from Charles Macklin, the actor, who visited Stratford-upon-Avon with David Garrick in

thereof to beginne at such of the said feasts as shall next happen after the decease of the survivor of the said Sir John Bernard and me the said Elizabeth, if the said premisses can be soe soone sold, or otherwise soe soone as the same can be sold; and if the said Judith shall happen to marry, and shal be mynded to release the said annuall somme of five pound, and shall accordingly release and quitt all her interest and right in and to the same after it shall become due to her, then and in such case I doe give and appoynte to her the somme of forty pounds in lieu thereof, to bee paid unto her at the tyme of the executing of such release as aforesaid. Item, I give and appointe unto Joane, the wife of Edward Kent, and one other of the daughters of the said Thomas Hathaway, the somme of fifty pounds to be likewise paid unto her within one yeare next after the decease of the survivor of the said Sir John Bernard and me the said Elizabeth, if the said premisses can be soe soone sold, or otherwise soe soone as the same can bee sold and if the said Johan shall happen to die before the said fiftie pounds shal be paid to her, then I doe give and appoynt the same unto Edward Kent, the younger, her sonne, to be paid unto him when he shall attayne the age of one-and-twenty yeares. Item, I doe alsoe give and appoynt unto him, the said Edward Kent, sonne of the said Johan, the somme of thirty pounds towards putting him out as an apprentice, and to be paid and disposed of to that use when he shall be fitt for it. Item, I doe give, appoynte, and dispose of unto Rose, Elizabeth and Susanna, three other of the daughters of my said kinsman, Thomas Hathaway, the somme of fortie pounds a-peece to be paid unto every of them at such tyme and in such manner as the said fiftie pounds before appointed to the said Johan Kent, their sister, shall become payable. Item, all the rest of the moneys that shal be raised by such sale as aforesaid I give and dispose of unto my said kinsman, Edward Bagley, except five pounds only, which I give and appoint to my said trustee, Henry Smith, for his paines; and if the said Edward Nash shall refuse the purchase of the said messuage and foure yard land and a halfe with the appurtenances, then my will and desire is that the said Henry Smith, or his heires, shall sell the inheritance of the said premisses and every part thereof unto the said Edward Bagley, and that he shall purchase the same; upon this condicion, nevertheles, that he, the said Edward Bagley, his heyres, executors or administrators, shall justly and faithfully performe my will and true meaning in making due payment of all the severall sommes of money or legacies before-mencioned in such manner as aforesaid. And I doe hereby declare my will and meaning to be that the executors or administrators of my said husband, Sir John Bernard, shall have and enjoy the use and benefit of my said house in Stratford, called the New Place, with the orchard, garden and all other thappurtenances thereto belonging, for and dureing the space of six monthes next after the decease of him, the said Sir John Bernard. Item, I give and devise unto my kinsman, Thomas Hart, the sonne of Thomas Hart, late of

Stratford-upon-Avon aforesaid, all that my other messuage or inne, situate in Stratford-upon-Avon aforesaid, commonly called the Maydenhead, with the appurtenances, and the next house thereunto adjoyning, with the barne belonging to the same now or late in the occupacion of Michaell Johnson or his assignes, with all and singuler the appurtenances, to hold to him, the said Thomas Hart, the sonne and the heires of his body; and for default of such issue, I give and devise the same to George Hart, brother of the said Thomas Hart, and to the heires of his body; and for default of such issue, to the right heires of me, the said Elizabeth Bernard, for ever. Item, I doe make, ordayne, and appoynte my said loving kinsman, Edward Bagley, sole executor of this, my last will and testament, hereby revokeing all former wills; desircing him to see a just performance hereof according to my true intent and meaning. In witnes whereof I, the said Elizabeth Bernard, have hereunto sett my hand and seale the nyneand-twentieth day of January, anno domini one thousand six hundred sixty-nync.

Elizabeth Barnard.

Signed, sealed, published and declared to be the last will and testament of the said Elizabeth Bernard, in the presence of John Howes, rector de Abington, Francis Wickes.

May 1742. Malone says, "Sir Hugh Clopton, who was born two years after her [Elizabeth Hall's] death, mentioned to Mr. Macklin, in the year 1742, an old tradition that she [Lady Barnard] had carried away with her from Stratford many of her grandfather's papers." These papers, of course, were not, as

erties. Elizabeth Hall-Nash-Barnard would have been the very person into whose possession such family papers would have descended. No doubt the individual documents relating to the Shakespeare properties are now some of the rare items⁸ in the Birthplace Museum.

[DOCUMENT 276]

[ABINGTON PARISH CHURCH REGISTER ENTRY OF THE BURIAL OF LADY BARNARD, 1670]

Anno Dni J. C. 1669.

Madam Elizabeth Bernard wife of Sir John Bernard, kt. was buried 17º Febr. 1669

some have romantically concluded, the remaining original manuscripts of the dramatist's plays. If the tradition had any element of truth in it, her "grandfather's papers" were the legal deeds and other documents having to do with William Shakespeare's purchased prop-

It is to be noted that the will does not mention the Blackfriars house in London. The property was in the possession of Susanna Hall and her daughter at the time of the indenture of June 2, 1647. Chambers (William Shakespeare, II, 180) suggests that the bill of complaint brought by Edward Nash in 1648 in desense of the provisions in the will of Thomas Nash "seems to show that means were found to sell the Blackstriars property, probably to Edward Bagley, who resold it in 1667."

Less than a month after she had executed her will, Lady Barnard died. Among the burial entries in the register of the church at Abington, near Northampton, where John Barnard took Elizabeth Hall-Nash to reside when they were married on June 5, 1649, is the one here given as Document 276. The vital statistics it contains are simplified: (1) The date is "Anno Domini Jesus Christi 1669 [1670, New Style]." (2) Elizabeth Hall-Nash-Barnard is now identified as "Madam" (not merely "Mrs") and as "wife of Sir John Bernard, kt." (3) She was interred on February 17, 1670, she had died on February 12.

No memorial was ever erected to Lady Barnard: there is no sepulchral monument of any description in the Abington Church to commemorate the last legitimate blood descendant of the immortal William Shakespeare. This seeming neglect on the part of the Barnard's has been explained on the ground that the family property passed soon after the death of Sir John to others who were strangers to the significance of Lady Barnard's presence at Abington. The Barnard manor house (now modernized) still stands at Abington, but no local tradition respecting the family obtains.

The Birthplace Museum has portraits of Lady Elizabeth Barnard and of Sir John Barnard, though of somewhat doubtful authenticity. Each is an oval and the two are reproduced in facsimile on pages 126 and 127 of Frederick C. Wellstood's Catalogue (1925). The two likenesses were at one time in the possession of Thomas Hart, who was fifth in descent from Joan Shakespeare-Hart, Shakespeare's sister. From 1793 to 1820, during which period Mrs. Mary Hornby occupied the house, the two portraits re-

⁸ See items Nos. 68, 69, 70, in Frederick C. Wellstood's Catalogue of the Books, Manuscripts, . . . Exhibited in Shakespeare's Birthplace (1925).

posed in the Birthplace. After 1820 the likenesses continued in the possession of Mrs. Hornby and her heirs. The Hornby Collection of miscellaneous items, including the portraits, was replaced in the Birthplace Museum, June 4, 1896, having been obtained by purchase.

Elizabeth Hall bore no children to her first husband Thomas Nash, whom she married in 1626 and who died in 1647. Elizabeth Hall-Nash bore no children to Sir John Barnard (a widower with a number of children), whom she married in 1649 and who outlived her by four years. And Lady Elizabeth Hall-Nash-Barnard was the very last legitimate blood descendant of William Shakespeare. With her passing, the William Shakespeare family estate passed out of the direct blood descent of

the dramatist. With Lady Barnard's death on February 12, 1670, the William Shakespeare family line came to an end.

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